

Office of the General Counsel

Hoechst Celanese Corporation  
Route 202-206  
PO Box 2500  
Somerville, NJ 08876-1258  
908 231 2000  
Telex 833 449  
Fax 908 231 2209

November 4, 1996  
TSM-240-96

**Via Federal Express**

Lance R. Richman, P.G.  
Emergency and Remedial Response Division  
United States Environmental Protection Agency  
290 Broadway, 19th Floor  
New York, New York 10007-1866

Re: **Diamond Alkali Superfund Site/Passaic R. Study Area**  
**Supplemental Response to Request for Information**  
**Hoechst Celanese Chemical Group Ltd.**  
**354 Doremus Avenue, Newark, New Jersey**

Dear Mr. Richman:

Hoechst Celanese Chemical Group, Ltd. submitted its response to EPA's Information Request on October 18, 1996. The enclosed attachments supplement our responses to Questions 10, 13 and 14.

If you have any questions concerning these responses, please do not hesitate to call me at 908-231-4673.

Sincerely,

HOECHST CELANESE CORPORATION

*Tema S. Maccaro*

Tema S. Maccaro  
Paralegal

TSM/keb

Copy to A. Wagner - w/o enclosures

**848750001**

**SUPPLEMENTAL ATTACHMENT 10**

Documents relating to civil or administrative proceedings for violations of any local or State laws or regulations relating to water pollution or hazardous waste generation, storage, transport or disposal

**State of New Jersey****DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESOURCES****P. O. BOX 2600  
TRENTON NEW JERSEY 08625****CERTIFIED MAIL  
RETURN RECEIPT REQUESTED****NOTICE OF VIOLATION  
AND OFFER OF SETTLEMENT****O.H.M.P. Case 76-5-12-3****Corporation Trust Company  
Registered Agent for  
Celanese Corporation  
15 Exchange Place  
Jersey City, New Jersey****Gentlemen:**

An investigation by this Department on May 14, 1976 of Celanese Chemical Company in Newark, New Jersey, disclosed that methanol alcohol was discharged in such a manner as to allow flow or runoff into the Passaic River via a drainage ditch.

The activity summarized above violates the following New Jersey Statutes:

<b>N.J.S.A. 58:10-1 <u>et seq.</u></b>	<b>Pollution of Potable Waters</b>
<b>*N.J.S.A. 58:10-23.6</b>	<b>Failure to Immediately Notify</b>
<b>*N.J.S.A. 58:10-23.1 <u>et seq.</u></b>	<b>Draining Deleterious Substances</b>
<b>and N.J.S.A. 23:5-28</b>	<b>In Waters of the State</b>

**\* asterisk designates applicable statute**

The above cited statutory violations could result in civil penalty liability: \$1,000 per day for violation of N.J.S.A. 58:10-1 (\$3,000 per day for your subsequent violation of N.J.S.A. 58:10-1); \$3,000 per day for failure to immediately notify the Department of the spill incident pursuant to N.J.S.A. 58:10-23.6; \$6,000 per day for violation of N.J.S.A. 23:5-28.

**848750003**

-2-

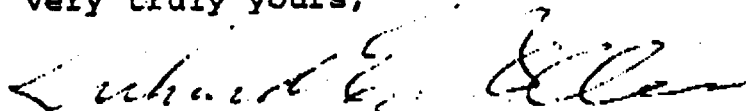
The Department is amenable to compromise and settle these violations for \$2,750.00. Should you decide to settle this matter, payment must be made within fifteen (15) days of receipt of this letter. Payment must be forwarded to: Chief of Office of Special Services, Department of Environmental Protection, Division of Water Resources, P.O. Box 2809, Trenton, New Jersey 08625. Only checks or money orders drawn to the order of "New Jersey Department of Environmental Protection" will be accepted. Your cancelled check or money order receipt will serve as your receipt.

Should you decide not to accept our settlement offer or fail to forward payment within 15 days of receipt of this letter, this offer is rescinded, and this matter will be forwarded to the Office of the Attorney General with instruction to institute a legal action.

Acceptance of this settlement offer will not relieve you of the responsibility to properly remove the discharged material or relieve you of legal responsibility for future illegal discharges. Settlement will not terminate your obligation to reimburse persons, authorized by the Department pursuant to N.J.S.A. 58:10-23.5 and 23.7 to contain, remove or mitigate the damage that resulted from the pollution incident.

If you wish to make any inquiries or discuss this settlement offer, contact Karl Birns, Chief, Office of Special Services, (609) 292-5560.

Very truly yours,



Richard E. Bellis, Assistant Director  
Monitoring, Surveillance and Enforcement Element  
Division of Water Resources

054548:A34:X

AUG 17 1976

848750004

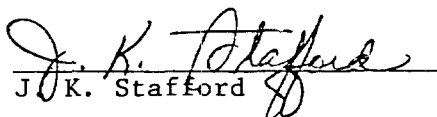
# Interoffice Memorandum

GEN 55 (REV. 6/

TO (Name and Location)	J. D. Walker/P. N. Aitoro	CEC/PAK	F. 453 Newark Terminal - solid waste Solid Waste	DATE	11/10/82
FROM (Name and Location)	J. K. Stafford		PAW Newark, N.J.	REFERENCE NO.	JKS:379:82

Subject: N.J. Notice of Violation  
Failure to Submit Annual Report  
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Attached is the reply from Dr. David Shotwell of the N.J. DEP acknowledging our response. If our response was adequate, I don't know if we will hear from them again. In the meantime we have documentation from the DEP that we did make a prompt response.

  
J. K. Stafford

JKS:jg

cc: R. E. Larsen  
S. A. Davis

848750005



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF WASTE MANAGEMENT

120 Rt. 156,

Yardville, N.J. 08620

JACK STANTON  
DIRECTOR

LINO F. PEREIRA  
DEPUTY DIRECTOR

November 5, 1982

Mr. J. K. Stafford  
Coordinator of Industrial Hygiene  
and Environmental Affairs  
Terminal Operations  
Celanese Chemical Company, Inc  
P.O. Box 47320  
1250 W. Mockingbird Lane  
Dallas, TX 75247

RE: Notice of Violation  
Failure to Submit Annual Report

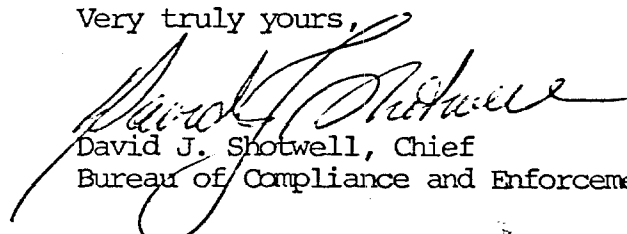
Dear Mr. Stafford:

This will acknowledge receipt of your letter dated November 3, 1982, together with two copies of the annual report for your Newark Terminal with cover letter dated February 10, 1982.

I have forwarded this letter together with copies of your annual report to Mr. Frank Coolick, Chief, Bureau of Engineering Review, 32 East Hanover Street, Trenton, New Jersey, for review and appropriate response.

Should you have further questions on this matter, please contact Mr. Coolick's office directly at the aforementioned address or at (609) 292-9880.

Very truly yours,

  
David J. Shotwell, Chief  
Bureau of Compliance and Enforcement

kas  
cc Joseph Rogalski  
Frank Coolick  
John Barry

848750006



FWB

TTA

Newark limited  
Solid waste

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF WASTE MANAGEMENT  
120 Rt. 156, CN 402, Yardville N.J. 08625

CCC/Pot Solid  
Waste  
P/W

JACK STANTON  
DIRECTOR

LINO F PEREIRA  
DEPUTY DIRECTOR

Newark, NJ

Celanese Chemical Company, Inc.  
J.D. Walker, Superintendent  
354 Doremus Avenue  
Newark NJ 07105

Re: NOTICE OF VIOLATION  
FAILURE TO SUBMIT ANNUAL REPORT

Dear Mr. Walker:

Pursuant to the provisions of the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., the Department of Environmental Protection has determined by examination of our files that you violated N.J.A.C. 7:26-7.6(f)2 in that you failed to submit an annual report by March 1, 1982.


NOW, THEREFORE, YOU ARE HEREBY NOTIFIED that your facility shall submit the required annual report within fifteen (15) days of receipt of this Notice to: Frank Coolick, Bureau of Engineering Review, 32 East Hanover Street, Trenton, New Jersey 08625.

BE ON NOTICE that the Solid Waste Management Act establishes penalties of up to \$25,000 per day for violation of the Department's hazardous waste management regulations. Your failure to correct the above violation, or any future violation, may result in a penalty action by this Department. Failure to submit the required report by the specified date will result in daily fines as follows:

- i. During the first week after the deadline: \$100/day
- ii. During the second week after the deadline: \$200/day
- iii. During the third week after the deadline: \$500/day
- iv. During the fourth week after the deadline  
and subsequently: a maximum of \$25,000/day

If you have any questions regarding this Notice, please call the Bureau of Engineering Review at (609) 292-9880.

DATE Oct 27, 1982

  
David J. Shotwell, Chief  
Bureau of Compliance and Enforcement

rh

848750007



*L.A. Davis*

*Files*

*Newark Terminal*

*Solid waste*

November 3, 1982

Mr. David J. Shotwell, Chief  
Bureau of Compliance and Enforcement  
New Jersey Department of Environmental Protection  
120 Route 156, CN402  
Yardville, N. J. 08625

RE: Notice of Violation  
Failure to Submit Annual Report

Dear Mr. Shotwell:

Mr. Peter N. Aitoro contacted Mr. Jonathon Berg of your agency on January 18th of this year to determine the reporting requirements to comply with the Department of Environmental Protection Solid Waste Management Act regulations. Mr. Berg informed Mr. Aitoro that no forms were available and requested that the information to comply be submitted by letter. The letter was to be written on paper with a company letterhead.

Mr. Aitoro mailed this information signed by Mr. J. D. Walker, Terminal Manager, to Mr. Berg on February 10, 1982 to comply with the State requirements. We believe this information supplied to your agency is sufficient. (Copies attached). If this is not sufficient, please let us know so that we can take the appropriate action.

I regret that this failure in communication indicated that Celanese was not complying. We attempt to be responsible by complying with all applicable regulations.

If we can be of further assistance with respect to the Celanese Chemical Company, Inc. Newark Terminal, please call Mr. Pete Aitoro at Newark, (201) 589-2705 or myself at (214) 689-4906.

Thank you for your assistance in this matter.

Sincerely,

J. K. Stafford  
Coordinator of Industrial  
Hygiene/Environmental Affairs  
Terminal Operations

JKS:cc  
Enclosures  
cc: Frank Coolick

**848750008**



# Hoechst Celanese

Chemical Group  
Newark Terminal  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

L074 8/3/88      \*\*Certified Mail

August 3, 1988

N.J. Dept. of Environmental Protection  
Division of Environmental Quality  
CN-027  
Trenton, N.J. 08625

ATTN: Anthony J. Mc Mahon  
Assistant Director, Environmental Enforcement


RE: Hoechst Celanese Chemical Group, Inc.  
(Celanese Chemical Company, Inc.)  
354 Doremus Avenue  
Newark, New Jersey 07105  
Log #A880989 MRA

Dear Mr. Mc Mahon:

Enclosed please find a check for \$800.00 for payment of the Civil Administrative Penalty assessed against the above Hoechst Celanese facility (see attached Administrative Order). The cited permitted control apparatus is currently in proper operation in accordance with our permit and certificate.

Very truly yours,

HOECHST CELANESE CHEMICAL GROUP, INC.

  
Peter N. Aitoro  
Lab/Safety, Health and  
Environmental Supervisor

cc: N.J. Dept. of Environmental Protection - Metro Region  
2 Babcock Place  
West Orange, N.J. 07052

848750009

Hoechst 

PNA:L074 8/3/88

b.c.c.: K.J. Bieger - Newark  
J.T. Cockburn - Dallas  
J.T. Mc Mahon - Dallas  
A. Spenter - Newark  
J.D. Walker - Newark

848750010

File: Chemical Spiller - Superfund

**Hoechst Celanese**

Chemical Group  
Hoechst Celanese Corporation  
Newark Terminal  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

July 25, 1991

Mr. Donald Patterson  
Assistant Director  
NJDEP - Division of Environmental  
Quality  
CN027 401 East State Street  
Trenton, N.J. 08625-0027

AUG -1 1991

ENVIRONMENTAL, HEALTH &  
SAFETY AFFAIRS

Dear Mr. Patterson:

As per my conversation with Ms. Mary Durney on July 25, 1991, please rescind the violation order issued to Celanese Chemical Company - Newark Terminal under previous EIN number 45118-00000 (Log #K910407).

Celanese Chemical Company has been Hoechst Celanese Chemical Group for several years and the Hoechst Celanese Chemical Group, Newark Terminal facility EIN number is 678290-00000.

The Community Right-To-Know Survey for calendar year 1990 was received by your office on February 22, 1991 under EIN number 678290-00000. This has been confirmed by Mr. Chris Schiller. Mr. Schiller has also adjusted the data base to reflect this change in name and EIN number for the Newark Terminal facility.

I hope that this letter will eliminate any further confusion and I would appreciate written documentation that this notice of violation has been rescinded.

Please let me know if you require additional information.

Very truly yours,

*A. Cogan Acevedo*

Anne Cogan Acevedo  
Environmental Health & Safety  
Representative

ACA:ekc

cc: R. Carpenter w/atc.  
G. Drahos  
G. Rowen  
J. Schaefer  
~~R. Maurer~~ ✓

NJDEP.91

Hoechst 

848750011

# Hoechst Celanese

**Chemical Group**  
Hoechst Celanese Corporation  
Newark Terminal  
354 Doremus Avenue  
Newark NJ 07105-4872  
201 589 2705

November 19, 1992

Essex County Special Civil Part  
Essex County Court House  
470 Martin Luther King Boulevard  
Newark, New Jersey 07102

Attention: Jack Broske

Re: State Policy Summons No. MP 91081  
State Police File No. F010-9292  
No Court Docket Number

Dear Sir:

Hoechst Celanese Chemical Group, Inc. hereby responds to the above referenced summons which alleges a violation of N.J.S.A. 23:5-28 at Hoechst Celanese's Newark Terminal facility. In a letter dated October 8, 1992, Deputy Attorney General John F. Semple offered to compromise and settle the above-referenced matter for \$750.00 plus \$15.00 in court costs. Hoechst Celanese denies that it violated N.J.S.A. 23:5-28 as alleged by the State of New Jersey because Hoechst Celanese undertook no affirmative action to place proscribed substances into the waters of the state. The absence of any affirmative action to place hazardous substances into the waters of the state precludes a finding of a violation on the part of Hoechst Celanese. While a pin hole sized leak did occur in a pipeline at Hoechst Celanese's facility adjacent to the Passaic River, that leak was accidental and not caused by any action of Hoechst Celanese and thus there was no violation of N.J.S.A. 23:5-28. It should be noted that immediately upon discovering the pin hole sized leak in the pipeline, Hoechst Celanese took all appropriate response measures. Immediate notifications were made to the appropriate governmental agencies including the New Jersey Department of Environmental Protection and Energy, the National Response Center and the U.S. Coast Guard. The pipeline itself was immediately isolated and its contents safely removed, eliminating the leak. The portion of the pipeline in question was removed and replaced prior to returning the pipeline to service.

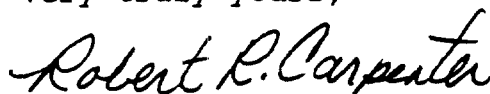
Hoechst 

848750012

Essex County Court House  
Page -2-

Although we believe that no violation of N.J.S.A. 23:5-28 occurred, in the spirit of cooperation and to resolve this matter without resort to the burdens of litigation, Hoechst Celanese accepts the State's offer of compromise and settlement. Enclosed please find a check in the amount of \$765.00 (including court costs).

Very truly yours,



Robert R. Carpenter  
Northeast Distribution Manager

ACA:ekc  
Enclosure

cc: Capt. Gronikowski, State Police Marine Bureau  
John F. Semple, Deputy Attorney General  
Chief Winkel, New Jersey Division of Fish and Game

ANNE\ACA060.92

848750013

FILE - ~~Supervisor Adams Term~~  
Terminals - ~~Port of New York~~

AUG 23 1992

Essex County Court House  
ACA060.92

bcc: W. Brough - Dallas  
A. Conley-Pitchell - Bridgewater  
D. Gordon - Dallas

848750014

FILE: RCRA-TERMINALS

**Hoechst Celanese**

~~BCA~~  
FILE

**Chemical Group**  
Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

MAY 29 1990

ENVIRONMENTAL, HEALTH &  
SAFETY AFFAIRS

May 25, 1990


Mr. Daniel Burgoyne  
Metro Bureau of Field Operations  
New Jersey Department of Environmental  
Protection  
2 Babcock Place  
West Orange, New Jersey 07052

Dear Mr. Burgoyne:

Enclosed please find the information you requested in regards to your May 2, 1990 site inspection of the Hoechst Celanese Newark Terminal. I have enclosed a copy of the Notice of Violation for your reference.

Hopefully, the enclosed documentation will meet with your approval. Please let me know if you require additional information or have any further questions regarding this matter.

Very truly yours,



A. Coogan Acevedo  
Env/Health/Safety Representative

cc: R. Carpenter  
~~B. Maurer~~  
G. Rowen  
J.T. McMahon

Hoechst 

848750015

2 Babcock Place  
West Orange, N.J. 07052

## NOTICE OF VIOLATION

ID NO. NTD 079323044 DATE 5/7/90  
NAME OF FACILITY Hoechst - Celanese Chemical Corp  
LOCATION OF FACILITY 354 Danvers Ave., Newark, N.J. 07105  
NAME OF OPERATOR Anne Loogan - Acevedo

You are hereby NOTIFIED that during my inspection of your facility on the above date, the following violation(s) of the Solid Waste Management Act, (N.J.S.A. 13:1E-1 et seq.) and Regulations (N.J.A.C. 7:26-1 et seq.) promulgated thereunder and/or the Spill Compensation and Control Act, (N.J.S.A. 58:10-23.11 et seq.) and Regulations (N.J.A.C. 7:1E-1 et seq.) promulgated thereunder were observed. These violation(s) have been recorded as part of the permanent enforcement history of your facility.

DESCRIPTION OF VIOLATION 7:26-9.6(f)5 Facility failed to <sup>arrange to</sup> have two fire inspections annually (conducted by Newark F.D.). 7:26-9.4(g)8 Facility failed to conduct semi-annual drills involving all employees and appropriate local authorities (fire & police) to test emergency response capabilities at facility. 7:26-9.7(f) Facility's Contingency Plan fails to list home addresses of emergency coordinators. 7:26-9.7 Facility failed to submit copy of Contingency Plan to local police dept. (Newark)

Remedial action to correct these violations must be initiated immediately and be completed by

June 7, 1990. Within fifteen (15) days of receipt of this Notice of Violation, you shall submit in writing, to the investigator issuing this notice at the above address, the corrective measures you have taken to attain compliance. The issuance of this document serves as notice to you that a violation has occurred and does not preclude the State of New Jersey, or any of its agencies from initiating further administrative or legal action, or from assessing penalties, with respect to this or other violations. Violations of these regulations are punishable by penalties of \$25,000 per violation.

  
Division of Hazardous Waste Management  
Department of Environmental Protection

848750016



RECORD OF CONTACT

NEWARK TERMINAL

DATE: May 2, 1990

==: R. Mauer      G. Rowen  
      R. Carpenter      B. Parker  
      K. Bieger      J. Mikneivicius

COMPANY NIDEP - DEPT OF HAZARDOUS WASTE MANAGEMENT

CONTACT(S) DANIEL BURGOWNE

TELEPHONE NUMBER 201-664-3960

NEWARK PERSONNEL INVOLVED A COOGAN REVEDO

DATE AND HOUR CONTACTED 5/2/90 10:30AM, 5/7/90 1:00pm

PURPOSE OF CONTACT RCRA - HAZARDOUS WASTE INSPECTION -

ALSO INVOLVING EPA LAND BAN INSPECTION

COMMENTS:

MR BURGOWNE INSPECTED MANIFESTS FROM 1987-1989 ALONG  
 WITH GENERATORS ANNUAL <sup>WASTE</sup> MANIFEST REPORTS FROM 1986-1990, FACILITY  
 EMERGENCY PLAN, TRAINING (IN HAZARDOUS WASTE) DOCUMENTATION,  
 PPC+DCR Plan, HAZWASTE PROGRAM SOP, MR. BURGOWNE RETURNED  
 ON MONDAY FOR A SITE INSPECTION. ATTACHED ARE  
 A LIST OF MINOR VIOLATIONS. MR. BURGOWNE GAVE  
 NEWARK 30 DAYS TO CORRECT THESE VIOLATIONS. OVERALL  
 MR BURGOWNE SAID NEWARK TERMINAL IS IN "GOOD SHAPE"

A Coogan Revedo

LAST INSPECTION OF THIS NATURE WAS IN 1985.

848750017

**Chemical Group**  
Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

May 23, 1990

Newark Fire Department  
1010 18th Avenue  
Newark, N.J. 07106

Attention: John H. Antiss  
Battalion Chief  
Fire Prevention Division

Dear Mr. Antiss:

Enclosed please find the revised Fire/Emergency Plan for the Hoechst Celanese Chemical Group Newark Terminal. The Terminal is located on 354 Doremus Avenue, Newark, New Jersey.

The original Fire/Emergency Plan was approved by your department as of March 28, 1989.

The revisions in the plan reflect requirements in the New Jersey Department of Environmental Protection Toxic Catastrophic Prevention Act (NJTCPA) and Hoechst Celanese Administrative changes.

Please review the enclosed Fire/Emergency Plan. We hope that this plan meets with your approval and we would be happy to answer any questions you may have. A written reply would be appreciated and is required for NJTCPA documentation purposes.

Thank you in advance for your assistance.

Very truly yours,

HOECHST CELANESE CHEMICAL GROUP INC.

  
A. Coogan Acevedo  
Env/Health/Safety Representative

cc: R. Carpenter - Newark  
G. Rowen - Bridgewater  
TCPA file

**Chemical Group**  
Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

May 23, 1990

Newark City OEM - LEPC  
Deputy Robert D. Swales  
1 Lincoln Ave Rm. 206A  
Newark, N.J. 07104

Dear Mr. Swales:

Enclosed please find the revised Fire/Emergency Plan for the Hoechst Celanese Chemical Group Newark Terminal. The Terminal is located at 354 Doremus Avenue, Newark, New Jersey.

The original Fire/Emergency Plan was approved by the Newark Fire Department as of March 28, 1989.

The revisions in the plan reflect requirements stated in the New Jersey Department of Environmental Protection Toxic Catastrophic Prevention Act (NJTCPA) and Hoechst Celanese Administrative changes.

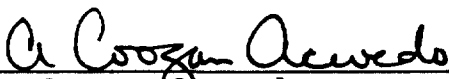
Please review the enclosed Fire/Emergency Plan and keep it on file for your use in case of an emergency.

We would be happy to address any of your questions or concerns about the plan or listen to any suggestions you may have in making the plan more effective.

Thank you in advance for your cooperation.

Very truly yours,

HOECHST CELANESE CHEMICAL GROUP INC.

  
A. Coogan Acevedo  
Env/Health/Safety Representative

cc: R. Carpenter - Newark  
G. Rowen - Bridgewater  
TCPA file

**Chemical Group**  
Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

May 23, 1990

Newark Police Department  
31 Green Street  
Newark, NJ 07102

Dear Gentlemen/Ladies:

Enclosed please find the revised Fire/Emergency Plan for the Hoechst Celanese Chemical Group Newark Terminal. The Terminal is located at 354 Doremus Avenue, Newark, New Jersey.

The original Fire/Emergency Plan was approved by the Newark Fire Department as of March 28, 1989.

The revisions in the plan reflect requirements stated in the New Jersey Department of Environmental Protection Toxic Catastrophic Prevention Act (NJTCPA) and Hoechst Celanese Administrative changes.

Please review the enclosed Fire/Emergency Plan and keep it on file for your use in case of an emergency.

We would be happy to address any of your questions or concerns about the plan or listen to any suggestions you may have in making the plan more effective.

Thank you in advance for your cooperation.

Very truly yours,

HOECHST CELANESE CHEMICAL GROUP INC.



A. Coogan Acevedo  
Env/Health/Safety Representative

cc: R. Carpenter - Newark  
G. Rowen - Bridgewater  
TCPA file

**Chemical Group**  
Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

May 24, 1990

Newark Fire Department  
1010 18th Avenue  
Newark, N.J. 07106

Attn: John H. Antiss  
Battalian Chief  
Fire Prevention Division

Dear Mr. Antiss:

The Hoechst Celanese Newark Terminal located at 354 Doremus Avenue was inspected on May 2, 1990 by the New Jersey Department of Environmental Protection (NJDEP), Hazardous Waste Management Division. During this visit the NJDEP Inspector informed me of Regulation N.J.A.C 7:26-9.6(f)5 and N.J.A.C 7:26-9.7(f) requiring our facility to have semi-annual fire inspections and semi-annual emergency drills involving all employees and Newark Fire and Police Departments. I have attached a copy of the Notice of Violation for your review.

Please indicate (x) below whether your department would be able to conduct semi-annual inspections and participate in semi-annual drills beginning this year. I would also appreciate your comments on this matter and I would be happy to answer any questions you may have.

Please check (x) one of the following:

- \_\_\_\_\_ Newark Fire Department would be able to conduct semi-annual inspections and participate in semi-annual drills.
- \_\_\_\_\_ Newark Fire Department would not be able to conduct semi-annual inspections and participate in semi-annual drills.

Comments:

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Signature:

John H. Antiss  
Battalian Chief  
Fire Prevention Division

Thank you in advance for your assistance.

Very truly yours,

HOECHST CELANESE  
CHEMICAL GROUP INC.

Anne Coogan Acevedo

A. Coogan Acevedo  
Env/Health/Safety Representative

cc: R. Carpenter  
R. Maurer  
G. Rowen  
NJDEP

**Chemical Group**  
Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

May 24, 1990

Newark Fire Department  
1010 18th Avenue  
Newark, N.J. 07106

Attn: Lowell S. Jones  
Fire Chief

Dear Mr. Jones:

The Hoechst Celanese Newark Terminal located at 354 Doremus Avenue was inspected on May 2, 1990 by the New Jersey Department of Environmental Protection (NJDEP), Hazardous Waste Management Division. During this visit the NJDEP Inspector informed me of Regulation N.J.A.C 7:26-9.6(f)5 and N.J.A.C 7:26-9.7(f) requiring our facility to have semi-annual fire inspections and semi-annual emergency drills involving all employees and Newark Fire and Police Departments. I have attached a copy of the Notice of Violation for your review.

Please indicate (x) below whether your department would be able to conduct semi-annual inspections and participate in semi-annual drills beginning this year. I would also appreciate your comments on this matter and I would be happy to answer any questions you may have.

Please check (x) one of the following:

- \_\_\_\_\_ Newark Fire Department would be able to conduct semi-annual inspections and participate in semi-annual drills.
- \_\_\_\_\_ Newark Fire Department would not be able to conduct semi-annual inspections and participate in semi-annual drills.

Comments:

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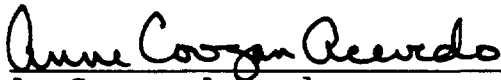
Signature:

\_\_\_\_\_  
Lowell S. Jones  
Fire Chief

Thank you in advance for your assistance.

Very truly yours,

HOECHST CELANESE  
CHEMICAL GROUP INC.



\_\_\_\_\_  
A. Coogan Acevedo  
Env/Health/Safety Representative

cc: R. Carpenter  
R. Maurer  
G. Rowen  
NJDEP



# Hoechst Celanese

## Chemical Group

Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

May 25, 1990

Newark Police Department  
31 Green Street  
Newark, New Jersey 07102

Attention: Thomas DeLessio  
Chief of Police

Dear Chief DeLessio,

The Hoechst Celanese Newark Terminal, located at 354 Doremus Avenue, was inspected on May 2, 1990 by the New Jersey Department of Environmental Protection (NJDEP), Hazardous Waste Management Division. During this visit the NJDEP Inspector informed me of Regulation N. J. A. C. 7:26-9(f) requiring our facility to have semi-annual emergency drills involving all employees and the Newark Fire and Police Departments. I have attached a copy of the Notice of Violation for your review.

Please indicate (x) below whether your department would be able to participate in semi-annual emergency drills. I would also appreciate your comments on this matter and I would be happy to answer any questions you may have.

Please check (x) one of the following:

\_\_\_\_\_ Newark Police Department would be able to participate in semi-annual emergency drills.

\_\_\_\_\_ Newark Police Department would not be able to participate in semi-annual emergency drills.

Comments:

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Thank you in advance for your assistance.

Very truly yours,

*A. Coogan-Acedo*

A. Coogan-Acedo  
Env/Health/Safety Representative

cc: R. Carpenter  
R. Maurer  
G. Rover  
NJDEP

Hoechst 

848750025

MAY 02 1990

ENVIRONMENTAL, HEALTH &  
SAFETY AFFAIRS

Chemical Group  
Newark Terminal  
Hoechst Celanese Corporation  
354 Doremus Avenue  
Newark, NJ 07105-4872  
201 589 2705

April 30, 1990

N.J. Dept. of Environmental Protection  
Division of Hazardous Waste Management  
401 East Street - Fifth Floor  
CN 028  
Trenton, New Jersey 08625

Attention: Manifest Section - Annual Reports

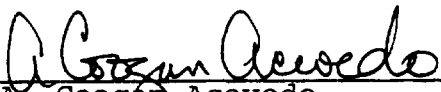
RE: Generator's Annual Report 1989  
Hoechst Celanese Chemical Group, Inc.  
Newark Terminal  
354 Doremus Avenue  
Newark, New Jersey 07105

Gentlemen:

In accordance with the New Jersey Hazardous Waste Regulations, please find enclosed the Generator's Annual Report for the year 1989, for Hoechst Celanese Chemical Group, Inc. - Newark Terminal.

Sincerely yours,

HOECHST CELANESE  
CHEMICAL GROUP, INC.

  
A. Coogan Acevedo

Safety/Health/Environmental Rep.

cc: ~~R. Maurer - Dallas~~  
G. Rowen - Bridgewater  
R. Carpenter - Newark

Hoechst 

848750026

**SUPPLEMENTAL ATTACHMENT 13**

Documents relating to the ownership/operation of the facility

**OWNERSHIP CHRONOLOGY OF THE HOECHST CELANESE CHEMICAL GROUP,  
LTD. FACILITY AT DOREMUS AVE., NEWARK, NJ**

1926-1953/54: The property was owned by The Texas Company.

1953/1954: The Texas Company sold the property to Celanese Corporation of America.

4/23/54: Celanese Corporation of America sold the property to The Prudential Insurance Company of America.

4/30/54 - 6/5/80: The Prudential Insurance Company of America leased the property to Celanese Corporation of America.

6/6/80: The Prudential Insurance Company of America sold the property to Celanese Chemical Company, Inc., a subsidiary of Celanese Corporation of America.

1987: American Hoechst and Celanese Corporation merged to form Hoechst Celanese Corporation.

1/88: Celanese Chemical Company, Inc. changed its name to Hoechst Celanese Chemical Group, Inc.

12/31/95: Ownership of the property was transferred to Hoechst Celanese Chemical Group, Ltd. , a limited partnership comprised of Hoechst Celanese Texas Holdings, Inc., as general partner and Hoechst Celanese Chemicals, Inc. as limited partner.

THIS INDENTURE, made the Thirtieth day of April, 1954, by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at No. 763 Broad Street in the City of Newark, County of Essex and State of New Jersey, party of the first part (hereinafter referred to as the "Landlord"), and CELANESE CORPORATION OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business at No. 180 Madison Avenue in the City of New York, County of New York and State of New York, party of the second part (hereinafter referred to as the "Tenant"),

W I T N E S S E T H :

That the Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Tenant, its successors and assigns, to be paid, kept and performed, has demised and leased, and by these presents does demise and lease, unto the Tenant, and the Tenant does hereby take and hire, upon and subject to the conditions hereinafter expressed, the real property together with the buildings and improvements thereon erected, situate, lying and being in the City of Newark, in the County of Essex and State of New Jersey described in Exhibit A attached hereto and made a part hereof.

Said premises are subject to:

1. Public and private rights in that part of premises described herein lying within the bed of the street known as Doremus Avenue, formerly Avenue "R".
2. Rights of adjoining property owners in Plum Creek.
3. Paramount Rights of the United States of America to fix a line from time to time for navigation or a pier-head line at any point below high water mark without compensation.
4. Rights of the Department of Conservation and Economic Development to supervise plans for any building or other improvement or development to be erected or made on the water front and to abate as a public nuisance any improvements thereon commenced or made since April 8, 1914, without the approval of the New

Jersey Harbor Commission, or said Department of Conservation and Economic Development under authority given by RS 12:5 et seq.

5. Agreement from The Texas Company to Public Service Electric and Gas Company, bearing date February 21, 1936, granting permission to erect, repair and renew one guy pole, anchor guy and one guy wire.
6. Agreements entered into between The Texas Company and Bay Shore Connecting Railroad Company under dates of October 29, 1926, June 1, 1949 and December 21, 1950.
7. Rights of owners of utility poles under unrecorded agreement between The Texas Company and Public Service Electric Company dated December 16, 1914 and unrecorded agreement between The Texas Company and New York Telephone Company dated September 1919.
8. Terms and Conditions of Grant by The State of New Jersey to The Texas Company, dated January 16, 1928 and recorded February 3, 1928 in Book R-77 of Deeds at Page 357.
9. Grant by Fidelity Realty Company to Bay Shore Connecting Railroad Company dated January 10, 1907 and recorded January 23, 1907 in Book N-41 Page 20.

The above described premises are hereinafter referred to as the "demised premises".

TO HAVE AND TO HOLD the demised premises unto the Tenant, its successors and assigns, for an initial term of twenty (20) years and six (6) months commencing on the                      Thirtieth                      day of                      April                      , 1954                      , and expiring on the                      Thirty-first                      day of                      October                      , 1974                      , (unless this lease shall sooner terminate as hereinafter provided), yielding and paying therefor during such initial term a net rental, over and above the other and additional payments to be made by the Tenant as hereinafter provided, as follows:

                    \$1,112.50 on                      May                      1, 1954 and monthly thereafter to and including                      October                      1, 1954.

The net annual rental for a period of twenty (20) years thereafter shall be equivalent to 10% of the purchase price for each of the first ten (10) years of said twenty-year period, 5.75% of the purchase price for each of the next five (5) years of said twenty-year period, and 3.5% of the purchase price for each of the remaining

five (5) years of said twenty-year period.

It is understood that the Tenant intends to construct certain additional facilities and improvements hereinafter described, and that the Landlord will reimburse the Tenant for the cost (but not to exceed \$500,000.00) of such of said facilities as shall have been completed within twelve (12) months from the date of this lease or the sum of \$500,000.00 whichever shall be less.

If such facilities and improvements are substantially completed to the reasonable satisfaction of the Landlord within six (6) months from the date of this lease, and the cost thereof is not less than \$500,000.00, the Landlord will promptly reimburse the Tenant for such cost (but not to exceed \$500,000.00) and thereupon the amount so advanced shall be added to the original purchase price in computing the net annual rent during the last twenty (20) years of the initial term and during the eight five-year renewal terms provided in Article XVIII of this lease.

If such facilities and improvements are substantially completed to the reasonable satisfaction of the Landlord within the seventh (7th) and twelfth (12th) months from the date of this lease, and the cost thereof is not less than \$500,000.00, the Landlord shall promptly reimburse the Tenant for such cost (but not to exceed \$500,000.00) and thereupon the Tenant shall become obligated to pay the Landlord, in addition to the rentals hereinabove set forth in connection with the original purchase price, the following net annual rentals:

10.06% of the amount of such reimbursement, if disbursed on the first day of the eighth (8th) month,

10.11% of said amount, if disbursed on the first day of the ninth (9th) month,

10.16% of said amount, if disbursed on the first day of the tenth (10th) month,

10.22% of said amount, if disbursed on the first day of the eleventh (11th) month,

10.27% of said amount, if disbursed on the first day of the twelfth (12th) month,

10.33% of said amount, if disbursed on the first day of the thirteenth (13th) month.

If all of such facilities and improvements are not fully completed at the end of the twelfth month, from the date of this lease, the Landlord shall reimburse the Tenant on the first day of the thirteenth month for the cost of such facilities and improvements as shall have been fully completed (but not to exceed \$500,000.00), whereupon the additional annual net rental payable from and after the first day of said thirteenth month shall be in amount equivalent to 10.33% of the amount of such reimbursement, and thereafter any obligation of the Landlord to advance additional amounts by way of reimbursement to the Tenant shall cease.

The foregoing additional rentals shall be payable in equal monthly installments in advance from the date of disbursement by way of reimbursement to and including the last month of the tenth year of the twenty-year period above mentioned. Thereafter rental payments based upon the amount disbursed by way of reimbursement for such additional facilities and improvements shall be in accordance with the rental provisions applicable to the original purchase price.

The additional facilities and improvements to be constructed or installed by the Tenant subject to the terms and conditions contained herein consist of the following:

Six new 15x18' stainless steel tanks, complete with pumps, heaters, filters, cathodic protection and instrumentation.

Improvements to existing tanks.

Fire foam system for storage tanks and new fire walls where required.

Relocation of Railroad siding and additional siding, tank car racks and truck loading dock.

New dolphins, decking and runway.

Open extension to warehouse, building #1, heating and sprinkler system.

Yard fire prevention system. Fire pumps with motors, yard hydrants, hose houses, etc.

Piping complete with supports, foundations and sleepers.

New boiler. 5,000 #/hr at 150 # complete with foundations and instruments to be installed in building #4.

Air compressor 300 C.F.M. 150 # complete with foundation.



**Electrical system.**

**Truck scale.**

**Four new 50,000 gallon capacity aluminum storage tanks.**

Said additional facilities and improvements shall be completed in accordance with plans and specifications to be prepared by the Tenant and to be submitted to the Landlord for approval. The Tenant may make substitutions, eliminations or modifications with respect to any of the foregoing items, provided that plans and specifications of such substitutions, eliminations or modifications shall be first submitted to the Landlord for its approval. During the course of the construction of said additional facilities and improvements, the Landlord and its representatives may enter upon the premises and inspect the work for the purpose of seeing that the work conforms with the approved plans and specifications. The additional facilities and improvements shall be deemed to have been completed within the meaning of this agreement when all work shall have been done in accordance with all applicable requirements of law and with the approved plans and specifications, as evidenced by a certificate of completion by the architect or engineer in charge of construction.

The words "purchase price" or "original purchase price" as used herein shall be construed to mean the amount of consideration paid by the Landlord to or for the benefit of the Tenant on the date of acquisition of title to the demised premises by the Landlord.

Said net annual basic rental shall be paid in equal monthly installments in advance on the first day of each and every calendar month hereafter in lawful money of the United States of America at the office of the Landlord, 1180 Raymond Boulevard, Newark 2, New Jersey, or at such other place as may hereafter be designated by the Landlord. Rental for a period of less than one month shall be adjusted pro-rata. Said net annual basic rental is hereinafter sometimes referred to as the "basic rent".

#### ARTICLE I

The Tenant covenants to pay the basic rent herein reserved and all other sums which may become due hereunder, or be payable by the Tenant hereunder, at the times and in the manner in this lease provided.

#### ARTICLE II

The Tenant agrees to use and occupy the demised premises only for lawful purposes.

#### ARTICLE III

Section 1. The Tenant covenants and agrees to pay, as additional rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all real estate taxes, assessments, water rates and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits, which shall during the term hereby demised be laid, assessed, levied, or imposed upon or become due and payable and a lien upon the demised premises or any part thereof (all of which taxes, assessments, water rates or charges, levies and other governmental charges are hereinafter referred to as "imposition"); provided, however, that if, by law, any such imposition is payable, or may at the option of the taxpayer be paid, in installments (whether or not interest shall accrue on the unpaid balance of such imposition), the Tenant may pay the same together with any accrued interest on the unpaid balance of such imposition in installments as the same respectively become due and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest; and provided, further, that any imposition relating to a fiscal period of the taxing authority, a part of which period is included within the term of this lease, and a part of which is included in a period of time after the termination of the term of this lease, shall (whether or not, during the term of this lease, such imposition shall be laid, assessed, levied, or imposed upon or become due and payable and a lien upon the demised premises or any part thereof) be adjusted as between the Landlord and the Tenant as of the termination of the term of this lease, so that the Landlord shall pay that proportion of such imposition which that part of such fiscal period included in the period of time after the termination of the term of this lease, bears to such fiscal period, and the Tenant shall pay the remainder thereof. With respect to any imposition for public improvements or benefits which by law is payable, or at the option of the taxpayer may be paid, in installments, the Landlord shall pay the installments thereof which become due and payable subsequent to the termination of the term of this lease, and the Tenant shall pay those installments which become due and payable during the term of this lease.

Section 2. If, at any time during the term of this lease, under the laws of the State or any political subdivision thereof in which the demised premises are situated, a tax or excise on rents or other tax, however described, is levied or assessed by said State or political subdivision against the Landlord or the basic rent expressly reserved hereunder, as a substitute in whole or in part for taxes assessed or imposed by said State or political subdivision on land and buildings or on land or buildings, the Tenant covenants to pay and discharge such tax or excise on rents or other tax but only to the extent of the amount thereof which is lawfully assessed or imposed upon the Landlord and which was so assessed or imposed as a direct result of the Landlord's

ownership of the demised premises, or of this lease or of the rentals accruing under this lease, it being the intention of the parties hereto that the basic rent to be paid hereunder shall be paid to the Landlord absolutely net without deduction of any nature whatsoever except as in this lease otherwise expressly provided. The payment to be made by the Tenant pursuant to this section shall be made before any fine, penalty, interest or cost may be added thereto for the non-payment thereof. Such tax or excise on rents or other tax shall be deemed to be an "imposition", as defined in Section 1 of this Article.

Section 3. Nothing in this lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits or revenue tax or any other tax, assessment, charge or levy upon the rent payable by the Tenant under this lease except to the extent hereinabove provided.

Section 4. The Tenant covenants to furnish to the Landlord, within thirty (30) days after the date upon which any such imposition is payable by the Tenant as in this Article provided, photostatic copies of official receipts of the appropriate taxing authority, or other proof satisfactory to the Landlord, evidencing the payment thereof.

Section 5. Lessee shall have the right to negotiate, contest and/or compromise the amount or validity, in whole or in part, of any imposition by appropriate proceedings diligently conducted in good faith but only after payment of such imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of this Article, Lessee may postpone or defer payment of such imposition if

- (a) neither the property nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost, and
- (b) Lessee shall have deposited with Lessor the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the property or any part thereof in such proceedings.

Upon the termination of any such proceedings, Lessee shall pay the amount of such imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and, upon such payment, Lessor shall return, without interest, any amount deposited with it with respect to such imposition as aforesaid. If, at any time during the continuance of such proceedings, Lessor shall deem the amount deposited as aforesaid insufficient, Lessee shall, upon demand, make an additional deposit, as aforesaid, of such additional sum as Lessor reasonably may request, and upon failure of Lessee so to do, the amount theretofore deposited may be applied by Lessor to the payment, removal and discharge of such imposition, and the interest and penalties in connection therewith and any costs, fees or other liability accruing in any such proceedings, and the balance, if any, shall be returned to Lessee.

Lessor shall have a right to seek a reduction in the valuation of the demised premises and the building assessed for tax purposes and to prosecute any action or proceeding theretofore

commenced by Lessee, if such assessed valuation or valuations shall in whole or in part relate and pertain to any period of time subsequent to the expiration or termination of this Lease. To the extent to which any tax refund payable as a result of any proceeding in the nature of certiorari which Lessor or Lessee may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by anyone other than Lessor and shall not relate to a period as to which apportionment thereof has been made with Lessor, Lessee shall be authorized to collect the same, subject, however, to Lessee's obligation to reimburse Lessor forthwith for any expense incurred by Lessor in connection therewith.

Section 6. The Landlord shall not be required to join in any such proceeding unless it shall be necessary for it to do so in order to properly prosecute such proceedings and the Landlord shall have been fully indemnified to its satisfaction against all costs and expenses in connection therewith, nor shall the Landlord be subjected to any liability for the payment of any costs or expenses in connection with any proceeding brought by the Tenant, and the Tenant covenants to indemnify and save harmless the Landlord from any such costs or expenses.

Section 7. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any such imposition, of the non-payment of any such imposition, shall be prima facie evidence that such imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

Section 8. Prudential agrees to deliver to Celanese any and all bills, notices or other communications with respect to any such imposition promptly upon receipt thereof by Prudential from any taxing authority.

#### ARTICLE IV

Section 1. The Tenant shall, at the Tenant's sole cost and expense, keep all buildings erected upon the demised premises and the fixtures therein, insured for the benefit of the Landlord and the Tenant in an amount which shall be sufficient to prevent the Landlord or the Tenant from becoming a co-insurer of any loss (but in no event in an amount less than eighty per cent. (80%) of the full insurable value thereof), (a) against loss or damage by fire and (b) against such other risks, of a similar or dissimilar nature, as are or shall be customarily covered with respect to buildings similar in construction, general location, use and occupancy to the buildings then on the demised premises, including, but without limiting the generality of the foregoing, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles and smoke damage, as and when insurance against such other risks is obtainable. The term "full insurable value" shall mean actual replacement value, less depreciation, excluding foundation and excavation costs.

Section 2. The Tenant shall also, at the Tenant's sole cost and expense, but for the mutual benefit of the Landlord and the Tenant, maintain (a) general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the demised premises or any elevators or escalators therein and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than \$50,000.00 in respect to injury or death to a single person, and to the limit of not less than \$300,000.00 in respect to any one accident, and to the limit of not less than \$50,000.00 (with \$5,000.00 deductible)

in respect to property damage; (b) steam boiler insurance on all steam boilers, pressure boilers or other such apparatus as the Landlord may deem necessary to be covered by such insurance and in such amount or amounts as the Landlord may from time to time reasonably require; and (c) war damage insurance (whenever such insurance shall be written by the United States of America or any agency or instrumentality thereof and a state of war or public emergency exists) upon all buildings and fixtures to the full insurable value thereof.

Section 3. All policies of insurance shall provide that the proceeds thereof shall be payable to the Tenant and the Landlord as their respective interests may appear, except that the policies described in Section 1 and subdivision (b) and (c) of Section 2 of this Article shall, if the Landlord so requires, also be payable to the holder of any mortgage now or hereafter becoming a lien on the fee of the demised premises, or any part thereof, as the interest of such holder may appear, pursuant to a standard mortgagee clause. All policies of insurance shall, to the extent obtainable, provide that any loss shall be payable to the Landlord notwithstanding any act or negligence of the Tenant which might otherwise result in a forfeiture of said insurance, provided it shall not give the insurance company right of subrogation against the Tenant.

Section 4. All policies of insurance (which may cover other properties of the Tenant) shall be effected under standard form policies, issued by insurers of recognized responsibility, which are well rated by national rating organizations, and have been approved in writing by the Landlord, which approval shall not be unreasonably withheld. Such policies or certificates thereof (containing an endorsement that the same shall not be cancelled except upon ten (10) days prior written notice to the Landlord) shall be delivered to the Landlord with evidence satisfactory to the Landlord that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy.

Section 5. It is the intention of the parties that the Tenant shall take out, maintain in force at all times, pay for and deliver to the Landlord all of the policies of insurance or certificates hereinabove referred to at such times and in such manner so that the Landlord shall at all times during the initial term and any renewal term of this lease be in possession of paid-up policies or certificates which are in full force and effect.

Section 6. The premiums on all transferrable insurance policies in force at the termination of the initial term or any renewal term of this lease, shall be apportioned as between the Landlord and the Tenant in such manner that the Landlord shall reimburse the Tenant for that portion of the aggregate premiums unearned on all such policies in force at the expiration of the initial term or of any renewal term of this lease.

#### ARTICLE V

The Tenant covenants and agrees that if it shall at any time fail to pay any imposition pursuant to the provisions of Article III hereof, or to take out, pay for, maintain or deliver any of the insurance policies or certificates provided for in Article IV hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed as in this lease provided, then the Landlord, after ten days notice to Tenant (or without notice in case of emergency) may, but shall not be obligated so to do, without waiving, or releasing the Tenant from, any

obligations of the Tenant in this lease contained, pay any such imposition, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of the Tenant to be made and performed as in this lease provided, in such manner and to such extent as the Landlord may deem desirable, and in exercising any such rights to pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by the Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by the Landlord, together with interest thereon at the rate of six per cent (6%) per annum from the date of the making of such expenditure by the Landlord, shall be deemed additional rent hereunder and, except as otherwise in this lease expressly provided, shall be payable to the Landlord on demand or at the option of the Landlord may be added to any basic rent then due or thereafter becoming due under this lease, and the Tenant covenants to pay any such sum or sums with interest as aforesaid and the Landlord shall have (in addition to any right or remedy of the Landlord) the same rights and remedies in the event of the non-payment thereof by the Tenant as in the case of default by the Tenant in the payment of the basic rent.

#### ARTICLE VI

The Tenant covenants throughout the term of this lease and any renewal term, at the Tenant's sole cost and expense, to take good care of the demised premises, including the buildings and improvements now or at any time erected thereon, the equipment, fixtures, motors and machinery thereof, and the sidewalks, curbs, roadways, parking areas, fences and vaults, if any, and to keep the same in good order and condition, and shall promptly at the Tenant's own cost and expense make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen. When used in this Article, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the Tenant shall be equal in quality and class to the original work. The provisions and conditions in Article VIII applicable to changes or alterations, or, as the case may be, to changes or alterations involving an estimated cost of more than \$100,000.00, shall similarly apply to repairs required to be done under this Article. The Tenant shall keep and maintain all portions of the demised premises and the sidewalks adjoining same in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

#### ARTICLE VII

Section 1. The Tenant covenants throughout the term of this lease, at the Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the demised premises are situated, or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same require structural repairs or alterations, which may be applicable to the demised premises, the fixtures thereof and the sidewalks, curbs and vaults, if any, adjoining the demised premises or the use or manner of use of the demised premises. The Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and

improvements on the demised premises and the equipment thereof. The provisions and conditions in Article VIII applicable to changes or alterations or, as the case may be, to changes or alterations involving an estimated cost of more than \$100,000.00, shall similarly apply to work required to be done under this Article.

Section 2. The Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to the Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, and if, by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without subjecting the Tenant or the Landlord to any fine, penalty or to prosecution for a crime or to cause the demised premises to be condemned or vacated for failure so to comply therewith, the Tenant may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch.

#### ARTICLE VIII

The Tenant shall have the right at any time and from time to time during the initial term of this lease or any renewal term to make any changes, installations, additions, improvements and alterations (sometimes referred to in this Article as changes or alterations) structural or otherwise, to the buildings, improvements and fixtures now or hereafter on the demised premises as the Tenant shall deem necessary or desirable in connection with the requirements of its business, which such changes and alterations (other than changes or alterations of the Tenant's movable trade fixtures, machinery and equipment) shall be made in all cases subject to the following conditions which the Tenant covenants to observe and perform:

- (a) No change or alteration shall be undertaken until the Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal permits and authorizations of the various municipal departments having jurisdiction, and the Landlord agrees to join in the application for such permits or authorizations whenever such action is necessary.
- (b) No structural change or alteration involving an estimated cost of more than \$25,000.00 shall be undertaken until detailed plans and specifications have first been submitted to and approved in writing by the Landlord.
- (c) No changes or alterations involving an estimated cost of more than \$100,000.00 shall be undertaken until the Landlord shall have been furnished by the Tenant, at the Tenant's expense, with a bond on which the Tenant shall be principal, and a surety company authorized to do business in the state in which the demised premises are situate and satisfactory to the Landlord shall be surety, and in form satisfactory to the Landlord, conditioned upon the completion of and payment in full for such changes or alterations within a reasonable time, subject, however, to delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, or similar causes beyond the control of the Tenant, or the Tenant shall have deposited with the Landlord a sum sufficient to pay the entire cost of any such change or alteration as estimated by the architect or engineer under whose supervision the work is to be

conducted, under an agreement whereby the Landlord shall from time to time pay out sums upon the written request of the Tenant, which shall be accompanied by a certificate of the architect or engineer in charge of the work, stating (1) that the sum requested is justly due to the contractors, subcontractors, material men, laborers, engineers, architects or other persons, firms or corporations rendering services or materials for such changes or alterations, or is justly required to reimburse the Tenant for expenditures made by the Tenant in connection with such changes or alterations, and when added to all sums previously paid out by the Landlord does not exceed the value of the work done to the date of such certificate; and (2) that the remaining funds so deposited by the Tenant with the Landlord will be sufficient upon the completion of such work to pay for the same in full; and, upon submission of proof satisfactory to the Landlord that the work has been paid for in full, turn over to the Tenant the balance of the funds so deposited by the Tenant with the Landlord. The Tenant shall also furnish the Landlord at the time of any such payment with an official search, or other evidence satisfactory to the Landlord, that there has not been filed with respect to the demised premises any mechanic's or other lien which has not been discharged of record, in respect of any work, labor, services or materials performed, furnished or supplied, or claimed to have been performed, furnished or supplied, in connection with any such work. The Landlord shall not be required to pay out any such sum when the demised premises shall be encumbered with any such lien.

- (d) All changes and alterations involving an estimated cost of more than \$100,000.00 shall be conducted under the supervision of an architect or engineer and performed by a contractor or builder each of whom shall be reasonably satisfactory to the Landlord, except that the Landlord's approval shall not be required if any such engineer is an employee of the Tenant.
- (e) All changes and alterations when completed shall be of such a character as not to reduce, or otherwise adversely affect, the value of the demised premises.
- (f) All work done in connection with any change or alteration shall be done promptly and in a good and workmanlike manner and in compliance with the building and zoning laws of the place in which the demised premises are located and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the Board of Fire Underwriters where the demised premises are situated or any other body exercising similar functions; the cost of any such change or alteration shall be paid in cash so that the demised premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the demised premises; the work of any change or alteration shall be prosecuted with reasonable dispatch, delays due to strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, or similar causes beyond the control of the Tenant excepted; workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or injury claims could be asserted against the Landlord, the Tenant or the demised premises, general liability insurance for the mutual benefit of the Tenant and the Landlord with



limits of not less than \$50,000.00 in the event of injury to one person and of not less than \$300,000.00 in the event of injury to any number of persons in any one accident, and with limits of not less than \$50,000.00 (with \$5,000.00 deductible) for property damage shall be maintained by the Tenant at the Tenant's sole cost and expense at all times when any work is in process in connection with any change or alteration.

- (g) All improvements and alterations (other than the Tenant's movable trade fixtures, machinery and equipment) made or installed by the Tenant shall immediately upon completion or installation thereof be and become the property of the Landlord without payment therefor by the Landlord, and shall be surrendered to the Landlord upon the expiration or sooner termination of the initial term or any renewal term of this lease.

The foregoing provisions of this Article shall not be applicable with respect to the additional facilities and improvements which may be made during the first twelve (12) months of the term all as hereinbefore provided, it being understood, however, that all other pertinent provisions of this lease shall be applicable with respect thereto.

#### ARTICLE IX

The Tenant shall not suffer or permit any mechanic's liens to be filed against the demised premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the demised premises or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the demised premises, the Tenant shall cause the same to be discharged of record by payment, bonding or otherwise within twenty (20) days after the date of filing the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of the Landlord, including reasonable counsel fees, incurred in procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of six per cent. (6%) per annum from the date of payment shall be repaid by the Tenant to the Landlord on demand, and if unpaid may be treated as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

#### ARTICLE X

The Tenant covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement now or hereafter on the demised premises, or the fixtures and equipment thereof, or permit or suffer any overloading of the floors thereof.

#### ARTICLE XI

Section 1. The Tenant agrees to permit the Landlord and the authorized representatives of the Landlord to enter the demised premises at all times during usual business hours for the purpose

of inspecting the same and making any necessary repairs to the demised premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that the Landlord may deem necessary to prevent waste or deterioration in connection with the demised premises. Nothing herein shall imply any duty upon the part of the Landlord to do any such work which, under any provision of this lease, the Tenant may be required to perform and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default in failing to perform the same. The Landlord may during the progress of any work in the demised premises keep and store upon the demised premises all necessary materials, tools and equipment. The Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the Tenant by reason of making repairs or the performance of any work in the demised premises, or on account of bringing materials, supplies and equipment into or through the demised premises during the course thereof, and the obligations of the Tenant under this lease shall not thereby be affected in any manner whatsoever. The Landlord agrees, however, in connection with the doing of any such work to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to the Tenant as may reasonably be possible in the circumstances. All rights herein granted to the Landlord to enter the demised premises shall be exercisable by Landlord at reasonable times, and at reasonable hours.

Section 2. The Landlord is hereby given the right during usual business hours to enter the demised premises and to exhibit the same for the purpose of sale or hire, and during the final eleven months of the term of this lease, the Landlord shall be entitled to display on the demised premises in such manner as not unreasonably to interfere with the Tenant's business the usual "For Sale" or "To Let" signs, and the Tenant agrees that such signs may remain unmolested upon the demised premises.

#### ARTICLE XII

The Tenant may assign this lease, either in whole or in part, or let, underlet or mortgage the leasehold interest of the Tenant, or any part or parts thereof. No such assignment, letting, underletting or mortgage shall relieve the Tenant from any of the Tenant's obligations in this lease contained nor shall any assignment or transfer of this lease be effective unless the assignee or transferee shall, at the time of such assignment or transfer, assume all the terms, covenants and conditions of this lease thereafter to be performed by the Tenant and shall agree to be bound thereby.

#### ARTICLE XIII

If any excavation or other building operation shall be about to be made or shall be made upon any adjoining premises or streets, the Tenant shall, at its own expense, shore the foundations and walls of the demised premises and do any other act or thing necessary for the safety or preservation of the demised premises, and the Landlord shall not be liable for any inconvenience, annoyance, disturbance, loss of business or other damage arising therefrom.

#### ARTICLE XIV

The Tenant agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service used, rendered or supplied upon or in connection with the demised premises throughout the term of this lease, and to indemnify the Landlord and save it harmless against any liability or damages on such account. The Tenant shall also at its sole cost and expense procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the demised premises of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such service to and upon the demised premises.

#### ARTICLE XV

Section 1. The Tenant agrees to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done in or about the demised premises, and will further indemnify and save the Landlord harmless against and from any and all claims arising during the initial term of this lease or any renewal term from any condition of the building on the demised premises or any street, curb or sidewalk adjoining the demised premises, or of any vaults, passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed, pursuant to the terms of this lease, or arising from any act of negligence of the Tenant, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the initial term of this lease or any renewal thereof, in or about the demised premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the Landlord by reason of any such claim, the Tenant upon notice from the Landlord covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the Landlord.

Section 2. The Tenant is fully familiar with the physical condition of the demised premises, the building, improvements, fixtures and equipment thereof. The Landlord has made no representations of whatever nature in connection with the condition of the demised premises or of the buildings, improvements, fixtures or equipment thereof and the Landlord shall not be liable for any latent or patent defects therein.

#### ARTICLE XVI

Section 1. The Tenant further covenants and agrees that in case of damage to or destruction of any building on the demised premises or of the machinery, fixtures and equipment thereof by fire or otherwise, it will promptly at its sole cost and expense repair, restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as may be made in conformity with Article VIII. The provisions and conditions in Article VIII applicable to changes or alterations, or, as the case may be, to changes or alterations involving an estimated cost of more than \$100,000.00 shall similarly apply to work required to be done under this Article.

Section 2. All insurance money recovered by the Landlord on account of such damage or destruction less the cost, if any, to the Landlord of such recovery, shall be applied by the Landlord to the payment of the cost of the repairing, restoring and rebuilding (hereinafter in this Article referred to as the "work") and shall be paid out from time to time to the Tenant as such work progresses upon the written request of the Tenant, which shall be accompanied by a certificate of the architect or engineer in charge of the work, stating (a) that the sum requested, is justly due to the contractors, subcontractors, material men, laborers, engineers, architects or other persons, firms or corporations rendering services or materials for such work, or is justly required to reimburse the Tenant for expenditures made by the Tenant in connection with such work, and when added to all sums previously paid out by the Landlord does not exceed the value of the work done to the date of such certificate; and (b) that the insurance money remaining in the hands of the Landlord, together with the sums, if any, deposited by the Tenant with the Landlord pursuant to Article VIII hereof, will be sufficient upon the completion of such work to pay for the same in full. The Tenant shall also furnish the Landlord at the time of any such payment with an official search or other evidence satisfactory to the Landlord that there has not been filed with respect to the demised premises any mechanic's or other lien which has not been discharged of record in respect of any work, labor, services or materials performed, furnished or supplied or claimed to have been performed, furnished or supplied in connection with any such work. The Landlord shall not be required to pay out any insurance money when the demised premises shall be encumbered with any such lien. If the insurance money in the hands of the Landlord and such other sums, if any, deposited with the Landlord pursuant to Article VIII hereof shall be insufficient to pay the entire cost of such work, the Tenant agrees to pay the deficiency. Upon the completion of the work and payment in full thereof by the Tenant, the Landlord shall turn over to the Tenant, upon submission of proof satisfactory to the Landlord that the work has been paid for in full, any insurance money then remaining and such other sums, if any, deposited with the Landlord pursuant to Article VIII hereof then remaining in the hands of the Landlord.

Section 3. If, within two (2) years of the expiration of the initial term of this lease, or, if renewed, within the last two (2) years of the term of the lease as renewed, any building, structure or improvement on the demised premises shall be destroyed or damaged, and the proceeds of insurance shall be insufficient to pay the estimated costs of the restoration thereof, and Tenant shall be unwilling to expend out of its own funds the additional amount necessary for such restoration, the Tenant may (a) elect not to restore, but to terminate this lease by giving written notice to the Landlord of such election within sixty (60) days of the date of such destruction or damage, and in such case this lease shall cease and come to an end on a date to be specified in said notice, which date shall not be more than sixty (60) days after the giving of such notice, and Tenant shall make payment of all basic rent and other charges payable by the Tenant hereunder to the date of such termination, justly apportioned to the date of such termination; or (b) elect not to restore, but to continue in possession under said lease for the balance of the term at the same rental and upon all of the terms and conditions of said lease, except the provisions as to restoration.

The election specified in (a) above shall be contingent upon the insurance proceeds payable to the Landlord being an amount not less than \$55,000.00, except that the Tenant may make such election provided the Tenant shall pay to the Landlord such amount as shall, if added to the insurance proceeds payable to the Landlord, constitute in the aggregate the sum of \$55,000.00

In the event of the exercise by Tenant of either of the elections specified in (a) and (b) above, the Landlord shall be entitled to retain the proceeds of all insurance which shall be paid in connection with such destruction or damage.

Section 4. The Tenant's obligation to make payment of the basic rent and all other charges on the part of the Tenant to be paid and to perform all other covenants and agreements on the part of the Tenant to be performed shall not be affected by any such damage to or destruction of any building on the demised premises by fire or otherwise, except as expressly provided in this lease, and the Tenant hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligations of the Tenant as herein set forth or which relieve the Tenant therefrom.

Section 5. To the extent that any insurance money which would otherwise be payable to the Landlord or the Tenant is paid to any mortgagee or other creditor of the Landlord, the Landlord shall make available for the use of the Tenant in connection with the repairing, restoring and rebuilding of any building on the demised premises in the same manner provided in Section 2 of this Article, a sum equal to any amount so taken and applied by such mortgagee, or other creditors of the Landlord.

#### ARTICLE XVII

Section 1. This lease and the term and estate hereby granted are subject to the limitation that

- (a) whenever the Tenant shall default in the payment of any installment of basic rent, additional rent, or of any other sum payable by the Tenant to the Landlord, on any day upon which the same ought to be paid, and if such default shall continue for twenty (20) days after the Landlord shall have given to the Tenant a written notice specifying such default; or
- (b) whenever the Tenant shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of the Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this lease which on the part or behalf of the Tenant are to be kept or performed (other than those referred to in the foregoing subsection (a) of this Section), and the Tenant shall fail to commence to take steps to remedy the same within forty-five (45) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same; or
- (c) whenever an involuntary petition shall be filed against the Tenant under any bankruptcy or insolvency law or under the Reorganization provisions of any law of like import, or a Receiver of the Tenant or of or for the property of the Tenant shall be appointed without the acquiescence of the Tenant, or whenever this lease or the estate hereby granted or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than the Tenant or any corporation in which the Tenant may be duly merged, converted or consolidated under statutory procedure, and such situation under this subsection (c) shall continue and shall not be remedied by the Tenant within one hundred and twenty (120) days after the happening of any such event; or

- (d) whenever the Tenant shall make an assignment of the property of the Tenant for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the Tenant under the Reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever a petition shall be filed by the Tenant under the Arrangement provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever the Tenant shall desert or abandon the premises, then
- (i) at any time after the date of the expiration of any such period of twenty (20) days if the Landlord shall have given to the Tenant a twenty-day notice as hereinbefore provided; or
  - (ii) at any time after the date of the expiration of any such period of forty-five (45) days if the Landlord shall have given to the Tenant a forty-five notice as hereinbefore provided, or at any time thereafter if the Tenant shall have failed to proceed diligently to remedy the default; or
  - (iii) at any time after the date of the expiration of any such period of one hundred and twenty (120) days if the Tenant shall have failed to vacate such involuntary petition or the appointment of such Receiver or the devolution or transfer of this lease as hereinbefore provided; or
  - (iv) at any time after the date when the Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or upon any date when a court of competent jurisdiction shall approve a petition filed by the Tenant under the Reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or upon any date when the Tenant shall desert or abandon the premises,

then regardless of and notwithstanding the fact that the Landlord has or may have some other remedy under this lease or by virtue hereof, or in law or in equity, the Landlord may give to the Tenant a notice (herein called the "second notice") of intention to end the term of this lease specifying a day not less than five (5) days thereafter and, upon the giving of the second notice, this lease and the term and estate hereby granted shall expire and terminate upon the day so specified in the second notice as fully and completely and with the same force and effect as if the day so specified were the date hereinbefore fixed for the expiration of the term of this lease and all rights of the Tenant under this lease shall expire and terminate, but the Tenant shall remain liable for damages as hereinafter provided. The term "Tenant" for the purposes of subsections (c) and (d) of this Section shall be deemed to mean only the holder of the leasehold interest under this lease at the time or times referred to in said subsections.

Section 2. Upon any such termination or expiration of this lease, the Tenant shall peaceably quit and surrender the Demised Premises to the Landlord, and the Landlord may without further notice enter upon, re-enter, possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove the Tenant and all other persons and property from the demised premises and may have, hold and enjoy the demised premises and the right to receive all rental and other income of and from the same.

Section 3. It is covenanted and agreed by the Tenant that in the event of the expiration or termination of this lease or of

re-entry by the Landlord, under any of the provisions of this Article XVII or pursuant to law, by reason of default hereunder on the part of the Tenant, the Tenant will pay to the Landlord, as damages, at the election of the Landlord, either:

- (a) a sum which at the time of such termination of this lease or at the time of any such re-entry by the Landlord, as the case may be, represents the excess, if any, of:
  - (i) the aggregate rent which would have been payable by the Tenant for the period commencing with such earlier termination of this lease or the date of any such re-entry, as the case may be, and ending with the date hereinabove set for the expiration of the full term hereby granted, had this lease not so terminated or had the Landlord not so re-entered the premises, over
  - (ii) the aggregate rental value of the premises for the same period, or
- (b) sums equal to the rent which would have been payable by the Tenant had this lease not so terminated, or had the Landlord not so re-entered the premises, payable upon the rent days specified herein following such termination or such re-entry and until the date hereinabove set for the expiration of the full term hereby granted, provided, however, that if the Landlord shall re-let the premises during said period, the Landlord shall credit the Tenant with the net rents, if any, received by the Landlord from such re-letting, such rents to be determined by first deducting from the gross rents as and when received by the Landlord from such re-letting the expenses incurred or paid by the Landlord in terminating this lease or of re-entering the premises and of securing possession thereof, as well as the expenses of re-letting, including altering and preparing the premises for new tenants, brokers' commissions, and all other expenses properly chargeable against the premises and the rental therefrom; but in no event shall the Tenant be entitled to receive any excess of such net rents over the sums payable by the Tenant to the Landlord hereunder.

Suit or suits for the recovery of such damages, or any instalments thereof, may be brought by the Landlord from time to time at its election, and nothing contained herein shall be deemed to require the Landlord to postpone suit until the date when the term of this lease would have expired if it had not been terminated under the provisions of this Article 17, or under any provisions of law, or had the Landlord not re-entered the premises.

Nothing herein contained shall be construed as limiting or precluding the recovery by the Landlord against the Tenant of any damages to which the Landlord may lawfully be entitled in any case other than those particularly provided for above.

Section 4. The Tenant, for the Tenant, and on behalf of any and all persons claiming through or under the Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law, to redeem the premises or to have a continuance of this lease for the term hereby demised after being dispossessed or ejected therefrom by process of law or under the terms of this lease or after the termination of this lease as herein provided.

Section 5. The words "enter", "entry", "re-enter" or "re-entry" are not restricted to their technical legal meaning.

#### ARTICLE XVIII

Section 1. The Tenant shall have the right, to be exercised as hereinafter provided, to extend the term of this lease for eight (8) successive periods of five (5) years each upon the following terms and conditions:

- (a) That the Tenant is not in default in the performance of any of the terms, covenants and conditions herein contained in respect to a matter as to which notice of default has been given hereunder and which has not been remedied within the time limited in this lease, at the time of the exercise of such right or at the time of commencement of the renewal term;
- (b) That each of the first four renewal terms shall be upon the same terms, covenants and conditions as in this lease provided, except that the basic rent for each such renewal term shall be in an amount equivalent to 3.5% per annum of the purchase price and such sums as shall have been advanced by way of reimbursement by the Landlord to the Tenant as provided under the terms of this lease, payable in equal monthly installments in advance.
- (c) That each of the last four renewal terms shall be upon the same terms, covenants and conditions as in this lease provided, except that the basic rent for each renewal term shall be in an amount equivalent to 3% per annum of the purchase price and such sums as shall have been advanced by way of reimbursement by the Landlord to the Tenant as provided under the terms of this lease, payable in equal monthly installments in advance.
- (d) All other payments upon the part of the Tenant to be made as in this lease provided shall continue to be made during each of such renewal terms, including, but without limiting the generality of the foregoing, payment of impositions and insurance premiums.

Section 2. The Tenant shall exercise its right to the renewal terms by notifying the Landlord in writing of its election to exercise the right to renew the term of the lease at least one year prior to the expiration of the initial term of the lease and at least one year prior to the expiration of any renewal term.

Section 3. There shall be no further privilege of renewal of this lease beyond the eighth renewal period specified in Section 1 of this Article.

#### ARTICLE XIX

All notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by the Landlord to the Tenant shall be sent by United States Registered Mail, postage prepaid, addressed to the Tenant, to the attention of Mr. \_\_\_\_\_, at 180 Madison Avenue, New York 16, New York or at such other place as the Tenant may from time to time designate in a written notice to the Landlord. All notices, demands and requests by the Tenant to the Landlord shall be sent by United States Registered Mail, postage prepaid, addressed to the Landlord at 1180 Raymond Boulevard, Newark 2, New Jersey or at such other place as the Landlord may from time to time designate in a written notice to the Tenant. Notices, demands and requests which shall be served upon the Landlord or the Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.



#### ARTICLE XI

The Tenant, in the use and occupation of the demised premises and in the prosecution or conduct of any business therein, shall comply with the requirements of all laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities. The Tenant covenants that it will not use or permit to be used any part of the demised premises for any dangerous, noxious or offensive trade or business and will not cause or maintain any nuisance in, at or on the demised premises.

The Tenant shall upon termination of this lease for any reason whatsoever surrender to the Landlord the buildings, structures, fixtures and building equipment upon the demised premises, together with all additions, alterations and replacements thereof (except the Tenant's movable trade fixtures, machinery, and equipment), in good order, condition and repair.

#### ARTICLE XII

The Landlord covenants and agrees that the Tenant, upon paying the basic rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said demised premises during the term of this lease, without hindrance or molestation of the Landlord, or any person or persons claiming under the Landlord, subject, however, to the matters hereinabove set forth immediately following the description of the demised premises.

#### ARTICLE XIII

The term "Landlord" as used in this lease so far as covenants or obligations on the part of the Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the fee of the demised premises, and in the event of any transfer or transfers of the title to such fee the Landlord herein named (and in case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all personal liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this lease thereafter to be performed, provided that, any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which the Tenant has an interest, shall be turned over to the grantee and any amount then due and payable to the Tenant by the Landlord or the then grantor under any provision of this lease, shall be paid to the Tenant, it being intended hereby that the covenants and obligations contained in this lease on the part of the Landlord shall, subject as aforesaid, be binding on the Landlord, its successors and assigns, only during and in respect to their respective successive periods of ownership.

#### ARTICLE XIV

Each of the parties agrees at any time and from time to time upon not less than ten (10) days' prior written request by the other party to execute, acknowledge and deliver a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee or of this lease or mortgagee or assignee of any mortgage upon the fee of the demised premises or of this lease.

#### ARTICLE XXIV

The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision of this lease. The failure of the Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by the Landlord of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by the Landlord. In addition to the other remedies in this lease provided, the Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this lease.

#### ARTICLE XXV

Any mortgage or mortgages hereinafter covering the fee of the demised premises shall be subject to the Tenant's interest under this lease.

#### ARTICLE XXVI

The phrase "term of this lease" shall mean, unless the context otherwise requires, the initial term of twenty (20) years and six (6) months and any renewal term which has become effective, pursuant to and in compliance with the provisions of Article XVIII hereof.

#### ARTICLE XXVII

The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this lease or any of its provisions or any negotiations in connection therewith or the Tenant's use or occupation of the demised premises.

#### ARTICLE XXVIII

Whenever in this lease the consent of either party is required, such consent shall not be unreasonably withheld. In all instances in which the cooperation of Landlord and Tenant may be required for effective action before any federal, state, municipal or other governmental authorities or otherwise, the parties hereto agree to render, one to the other, the fullest cooperation without obligation of either party to pay, or share, in expenses chargeable to the other, or to be bound to cooperate in any unreasonable degree.

#### ARTICLE XXIX

The covenants and agreements herein contained shall bind and enure to the benefit of the Landlord, its successors and assigns and the Tenant, its successors and assigns.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively caused their corporate seals to be hereunto affixed and these presents to be signed by their respective duly authorized officers, the day and year first above written.

APPROVED	Form
Branch Office	Substance
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

*[Signature]* B.7.7

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

ATTEST:

*Thos. R. Miller*  
Assistant Secretary  
Thos. R. Miller

BY:

*[Signature]*  
Vice President  
S. W. TOOLE

CELANESE CORPORATION OF AMERICA

ATTEST:

*[Signature]*  
Secretary

BY:

*[Signature]*  
Vice President

EXHIBIT A  
DESCRIPTION OF PREMISES

PARCEL ONE

All that certain tract or parcel of land and premises together with the buildings and improvements thereon and the appurtenances thereto appertaining, situate, lying and being in the City of Newark, County of Essex and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe in the northerly line of land now or formerly of John C. Ahrens, said pipe being distant 807.61 feet on a course of north 60 degrees, 50 minutes west from the point of intersection of said northerly line of land of Ahrens, with the westerly line of Doremus Avenue, and running thence along the said northerly line of land of Ahrens, South 60 degrees 50 minutes east 1,608 feet to the former high water line of Newark Bay (or Passaic River); thence along said former high water line north 12 degrees 50 minutes east 302 feet 6 inches to the southerly line of land of Ezra C. Williams, Benjamin L. Williams and the estate of A. C. Taylor; thence, along said southerly line of land, north 61 degrees 51 minutes west 1,603.36 feet to an iron pipe; thence south 60 degrees 31 minutes west 91.50 feet to an iron pipe; thence south 64 degrees 59 minutes east 88 feet to an iron pipe; thence south 53 degrees 51 minutes west 153.83 feet to an iron pipe; thence south 69 degrees 54 minutes east 113.63 feet to an iron pipe; and thence south 35 degrees 43 minutes 20 seconds west 68.54 feet to the point or place of beginning.

Together with all the right, title and interest of the Landlord in and to that certain wharf license made and granted to Arthur Devine by the Board of Chosen Freeholders of the Counties of Essex and Hudson and all other rights and privileges granted to the said Arthur Devine by Deed of License dated the 25th day of June 1891 and recorded in the Office of the Register of the County of Essex on the 9th day of April 1896 in Book T-29 of Deeds, pages 409-411.

Together with all the right, title and interest of the Landlord, of, in and to the lands under the water of Newark Bay (or Passaic River) in front of and adjoining the above described premises.

SUBJECT, however, to the grant made by the FIDELITY REALTY COMPANY to the Bay Shore Connecting Railroad Company of a strip of land approximately fifty feet wide lying parallel to Doremus Avenue, by deed recorded in the office of the Register of Essex County on the 23rd day of January, 1907, in Book N-41 of Deeds, pages 20-24.

SUBJECT, also, to the right of the public in and to the land included within the boundaries of a street seventy-five (75) feet wide, known as Avenue R or Doremus Avenue.

BEING the same premises conveyed by Charles E. Woodbridge and Laura B. Woodbridge to The Texas Company, a Texas corporation, by deed dated December 6th, 1910 and recorded in the Register's Office of Essex County on the 4th day of January, 1911, and recorded in Book E. 48 of Deeds for said County, pages 367-370, and thereafter conveyed by The Texas Company, a Texas corporation, to The Texas Company, a Delaware corporation, by deed dated April 19, 1927, and recorded in the Register's Office of Essex County on the 24th day of February, 1930, in Book P. 80 of Deeds, pages 421-423.

PARCEL TWO

All that certain tract or parcel of land and premises with the buildings and improvements thereon and the appurtenances thereto appertaining situate, lying and being in the City of Newark, County of Essex, State of New Jersey, more particularly described as follows:

Beginning at the northeasterly corner of the above described Parcel One, running thence south 76 degrees 14 minutes 20 seconds east 162.28 feet to the pierhead and bulkhead line approved June 27, 1925, by the Acting Secretary of War and adopted July 18, 1927 by the Board of Commerce and Navigation of the State of New Jersey; thence along said pierhead and bulkhead line south 13 degrees 45 minutes 40 seconds west 295.54 feet to a point; thence north 78 degrees 42 minutes 54 seconds west 157.37 feet to the southeast corner of the above described Parcel One; thence along the easterly line of the above described Parcel One north 12 degrees 50 minutes east 302 feet 6 inches to the point or place of beginning.

Being the same property granted to The Texas Company by the State of New Jersey by grant dated January 16, 1928, and recorded in the Register's Office of Essex County on the 3rd day of February, 1928 in Book R-77 of Deeds, on pages 357-359.

Together with all the right title and interest of the Landlord in to and under agreements dated October 29, 1926, June 1, 1949, December 29, 1950, between Bay Shore Connecting Railroad and The Texas Company and all assignable rights under any other assignable contracts or agreements concerning the use, occupation or title to the above described property or appurtenant thereto. The Tenant covenants to assume all obligations of the Licensee or Lessee arising out of and by reason of said agreements.

THIS AGREEMENT made this 23<sup>rd</sup> day of April, 1954 between CELANESE CORPORATION OF AMERICA, (hereinafter called "Celanese") a Delaware corporation having its principal office and place of business at 180 Madison Avenue, New York 16, New York, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, (hereinafter called "Prudential"), a New Jersey corporation having its principal office and place of business at 763 Broad Street, Newark, New Jersey.

W I T N E S S E T H :

That Celanese for and in consideration of the sum of Two Hundred Sixty Seven Thousand (\$267,000.00) Dollars, to be paid and satisfied as hereinafter mentioned, and also in consideration of the covenants and agreements hereinafter mentioned, made and entered into by Prudential, doth agree to and with Prudential that Celanese will well and sufficiently convey or cause to be conveyed to Prudential, its successors and assigns, by Bargain and Sale deed with covenants against grantor's acts, free from all liens and encumbrances except as specified in Exhibit 2 annexed hereto, on or before the first day of October next ensuing the date hereof, all those certain lots, tracts or parcels of land and premises, with the buildings and improvements thereon erected, situate, lying and being in the City of Newark, in the County of Essex and State of New Jersey described in Exhibit 1 attached hereto and made a part hereof.

And the said Prudential, for itself, its successors and assigns, doth covenant, promise and agree to and with Celanese, its successors and assigns, that Prudential will pay and satisfy or cause to be paid and satisfied unto Celanese the said sum of Two Hundred Sixty Seven Thousand (\$267,000.00) Dollars as and for the purchase money of the foregoing described land and premises by check or checks of Prudential on the date of delivery and acceptance of the deed, which check or checks shall be payable to Celanese or to such other payee or payees as Celanese may designate.

If the date upon which title is conveyed shall not have

occurred by October 1, 1954, then this agreement shall be cancelled and terminated, and all expenses due up to the date of such cancellation shall be paid by Celanese.

Upon the closing date, Celanese will tender and deliver or cause to be tendered and delivered to Prudential the above mentioned deed, which deed shall have revenue stamps in the proper amount affixed thereto by and at the expense of Celanese, conveying to Prudential marketable title in fee simple free and clear of all liens and encumbrances except as specified in Exhibit 2 annexed hereto. The transfer of title, the payment of the purchase price and the delivery of the lease shall take place at the office of Lawyers Title Insurance Corporation, 744 Broad Street, Newark, New Jersey.

Upon the completion of such purchase by Prudential, Celanese and Prudential will forthwith enter into a lease of the above described property, for an initial term of twenty years and six months. Said lease shall be in substantially the form attached hereto as Exhibit 3.

The net rent for a period of six (6) months from date of closing shall be in the amount of \$1,112.50 per month (payable monthly in advance). The lease shall further provide for a net annual rental for a period of twenty (20) years thereafter, equivalent to 10% of the purchase price for each of the first ten (10) years of said twenty year period, (payable monthly), 5.75% of the purchase price for each of the next five (5) years of said twenty year period, (payable monthly) and 3.5% of the purchase price for each of the remaining five (5) years of said twenty year period, (payable monthly). The lease shall further provide for eight five-year renewal options at a net annual rental during the first four such renewal options, equivalent to 3.5% of the purchase price, (payable monthly), and during the last four such renewal options, equivalent to 3% of the purchase price, (payable monthly). Said net rent and net annual rent shall be payable monthly in advance.

It is understood that Celanese intends to construct certain additional facilities and improvements hereinafter described, and that Prudential will reimburse Celanese for the cost (but not to exceed \$500,000.00) of such of said facilities and improvements as shall have been completed within twelve (12) months from the date of closing or the sum of \$500,000.00 whichever shall be less.

If such facilities and improvements are substantially completed to the reasonable satisfaction of Prudential within six (6) months from the date of closing, and the cost thereof is not less than \$500,000.00 Prudential shall promptly reimburse Celanese for such cost and thereupon the amount so advanced shall be added to the original purchase price in computing the net annual rent during the last twenty (20) years of the initial term and during the eight five-year renewal terms as provided above.

If such facilities and improvements are substantially completed to the reasonable satisfaction of Prudential within the seventh (7th) and twelfth (12th) months from the date of closing, and the cost thereof is not less than \$500,000.00 Prudential shall promptly reimburse Celanese for such cost and thereupon Celanese shall become obligated to pay Prudential, in addition to the rentals hereinabove set forth in connection with the original purchase price, the following net annual rentals:

10.06% of the amount of such reimbursement, if disbursed on the first day of the eighth (8th) month,

10.11% of said amount, if disbursed on the first day of the ninth (9th) month,

10.16% of said amount, if disbursed on the first day of the tenth (10th) month,

10.22% of said amount, if disbursed on the first day of the eleventh (11th) month,

10.27% of said amount, if disbursed on the first day of the twelfth (12th) month,

10.33% of said amount, if disbursed on the first day of the thirteenth (13th) month.

If all of such facilities and improvements are not fully completed at the end of the twelfth month from the date of closing,



Prudential shall reimburse Celanese on the first day of the thirteenth month for the cost of such facilities and improvements as shall have been fully completed, whereupon the additional net annual rental payable from and after the first day of said thirteenth month shall be in an amount equivalent to 10.33% of the amount of such reimbursement and thereafter any obligation of Prudential to advance additional monies to Celanese shall cease.

The foregoing additional rentals shall be payable in equal monthly installments in advance from the date of disbursement by way of reimbursement to and including the last month of the tenth year of the twenty year period above mentioned. Thereafter rental payments based upon the amount disbursed by way of reimbursement (for such additional facilities and improvements) shall be in accordance with the rental provisions applicable to the original purchase price.

The additional facilities and improvements to be constructed or installed by Celanese subject to the terms and conditions contained in this agreement consist of the following:

Six new 15'x18' stainless steel tanks, complete with pumps, heaters, filters, cathodic protection and instrumentation.

Improvements to existing tanks.

Fire foam system for storage tanks and new fire walls where required.

Relocation of Railroad siding and additional siding, tank car racks and truck loading dock.

New dolphins, decking and runway.

Open extension to warehouse, building #1, heating and sprinkler system.

Yard fire prevention system. Fire pumps with motors, yard hydrants, hose houses, etc.

Piping complete with supports, foundations and sleepers.

New boiler. 5,000 #/hr at 150 # complete with foundations and instruments to be installed in building #4.

Air compressor 300 C.F.M. 150 # complete with foundation.

Electrical system.

Truck scale.

Four new 50,000 gallon capacity aluminum storage tanks.

Said additional facilities and improvements shall be completed in accordance with plans and specifications to be prepared by Celanese and to be submitted to Prudential for approval. Celanese may make substitutions, eliminations or modifications with respect to any of the foregoing items, provided that plans and specifications of such substitutions, eliminations or modifications shall be first submitted to Prudential for its approval. During the course of the construction of said additional facilities and improvements, Prudential and its representatives may enter upon the premises and inspect the work for the purpose of seeing that the work conforms with the approved plans and specifications. The additional facilities and improvements shall be deemed to have been completed within the meaning of this agreement when all work shall have been done in accordance with all applicable requirements of law and with the approved plans and specifications, as evidenced by a certificate of completion by the architect or engineer in charge of construction.

Whether or not the transactions hereby contemplated shall be consummated, Celanese will pay or cause to be paid all out-of-pocket expenses incurred by Prudential in connection with such transactions and will also pay the cost of examination of title, and of a title policy, the cost of the survey, the cost of any recording fees in connection with the recording of the deed or the lease and any other expenses in connection with the transaction. Prudential represents that it has not negotiated with any broker in connection with this transaction. Celanese agrees to indemnify and hold Prudential harmless from any claims for brokerage fees in connection with the sale or the lease. The obligations of Celanese under this paragraph shall survive the closing date.

There shall be no apportionment of taxes or insurance at the closing; all such taxes or insurance due prior to or on the closing date shall be paid by Celanese prior to or on such date, all those due after such date shall be paid by Celanese pursuant to the provisions of the lease.

At time of closing no part of the above described premises shall have been taken in condemnation or other like proceedings and no damage to any part of the buildings or other installations shall have occurred which shall not have been fully restored or replaced (or, in the case of an insubstantial loss or damage, provision for full restoration or replacement made) to the satisfaction of Prudential.

All the terms, provisions and conditions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, except that the interest of Celanese under this agreement may not be assigned without the prior written consent of Prudential.

The closing shall take place at 11:00 A.M. on October 1, 1954, or at such earlier date as Celanese shall fix upon four days prior written notice to Prudential. If Celanese shall designate a date other than the last day or the first day of a calendar month, the initial six-month period of the initial term shall be shortened by the number of days which have elapsed in the calendar month in which the closing takes place, and the rent for such month in which the closing takes place shall be apportioned and appropriate amendment shall be made to the Lease to give effect to the aforesaid provision.

Evidence of the cost of the additional facilities and improvements to be constructed by Celanese shall be submitted to Prudential in the form of an affidavit or certificate of an authorized officer of Celanese.

IN WITNESS WHEREOF, Celanese Corporation of America and  
The Prudential Insurance Company of America have caused this  
agreement to be executed by their duly authorized officers and  
their respective corporate seals to be hereunto affixed.

CELANESE CORPORATION OF AMERICA

*Peter S. Coome*  
Vice-President

Attest:

*R. O. Gilbert*  
R. O. GILBERT, SECRETARY

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

*Ernest Eagles*  
Vice President  
Ernest Eagles

Attest:

*Wm. D. Freston*  
Assistant Secretary  
Wm. D. Freston

SK.  
an

APPROVED	Form
Branch Office	ESP
Signature	<i>[Signature]</i>
Date	B. 7/1

EXHIBIT 1

DESCRIPTION OF PREMISES

PARCEL ONE

All that certain tract or parcel of land and premises together with the buildings and improvements thereon and the appurtenances thereto appertaining, situate, lying and being in the City of Newark, County of Essex and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe in the northerly line of land now or formerly of John C. Ahrens, said pipe being distant 807.61 feet on a course of north 60 degrees, 50 minutes west from the point of intersection of said northerly line of land of Ahrens, with the westerly line of Doremus Avenue, and running thence along the said northerly line of land of Ahrens, south 60 degrees 50 minutes east 1,608 feet to the former high water line of Newark Bay (or Passaic River); thence along said former high water line north 12 degrees 50 minutes east 302 feet 6 inches to the southerly line of land of Ezra C. Williams, Benjamin L. Williams and the estate of A. C. Taylor; thence, along said southerly line of land, north 61 degrees 51 minutes west 1,603.36 feet to an iron pipe; thence south 60 degrees 31 minutes west 91.50 feet to an iron pipe; thence south 64 degrees 59 minutes east 88 feet to an iron pipe; thence south 53 degrees 51 minutes west 153.83 feet to an iron pipe; thence south 69 degrees 54 minutes east 113.63 feet to an iron pipe; and thence south 35 degrees 43 minutes 20 seconds west 68.54 feet to the point or place of beginning.

Together with all the right, title and interest of Celanese in and to that certain wharf license made and granted to Arthur Devine by the Board of Chosen Freeholders of the Counties of Essex and Hudson and all other rights and privileges granted to the said Arthur Devine by Deed of License dated the 25th day of June 1891 and recorded in the Office of the Register of the County of Essex on the 9th day of April 1896 in Book T-29 of Deeds, pages 409-411.

Together with all the right, title and interest of Celanese, of, in and to the lands under the water of Newark Bay (or Passaic River) in front of and adjoining the above described premises.

SUBJECT, however, to the grant made by the FIDELITY REALTY COMPANY to the Bay Shore Connecting Railroad Company of a strip of land approximately fifty feet wide lying parallel to Doremus Avenue, by deed recorded in the office of the Register of Essex County on the 23rd day of January, 1907, in Book N-41 of Deeds, pages 20-24.

SUBJECT, also, to the right of the public in and to the land included within the boundaries of a street seventy-five (75) feet wide, known as Avenue R or Doremus Avenue.

BEING the same premises conveyed by Charles E. Woodbridge and Laura B. Woodbridge to The Texas Company, a Texas corporation, by deed dated December 6th, 1910 and recorded in the Register's Office of Essex County on the 4th day of January, 1911, and recorded in Book E. 48 of Deeds for said County, pages 367-370, and thereafter conveyed by The Texas Company, a Texas corporation, to The Texas Company, a Delaware corporation, by deed dated April 19, 1927, and recorded in the Register's Office of Essex County on the 24th day of February, 1930, in Book P. 80 of Deeds, pages 421-423.

PARCEL TWO

All that certain tract or parcel of land and premises with the buildings and improvements thereon and the appurtenances thereto appertaining situate, lying and being in the City of Newark, County of Essex, State of New Jersey, more particularly described as follows:

Beginning at the northeasterly corner of the above described Parcel One, running thence south 76 degrees 14 minutes 20 seconds east 162.28 feet to the pierhead and bulkhead line approved June 27, 1925, by the Acting Secretary of War and adopted July 18, 1927 by the Board of Commerce and Navigation of the State of New Jersey; thence along said pierhead and bulkhead line south 13 degrees 45 minutes 40 seconds west 295.54 feet to a point; thence north 78 degrees 42 minutes 54 seconds west 157.37 feet to the southeast corner of the above described Parcel One; thence along the easterly line of the above described Parcel One north 12 degrees 50 minutes east 302 feet 6 inches to the point or place of beginning.

Being the same property granted to The Texas Company by the State of New Jersey by grant dated January 16, 1928, and recorded in the Register's Office of Essex County on the 3rd day of February, 1928 in Book R-77 of Deeds, on pages 357-359.

Together with all the right title and interest of Celanese in to and under agreements dated October 29, 1926, June 1, 1949, December 29, 1950, between Bay Shore Connecting Railroad and The Texas Company and all assignable rights under any other assignable contracts or agreements concerning the use, occupation or title to the above described property or appurtenant thereto.

EXHIBIT 2

ENCUMBRANCES

1. Public and private rights in that part of premises described herein lying within the bed of the street known as Doremus Avenue, formerly Avenue "R".
2. Rights of adjoining property owners in Plum Creek.
3. Paramount Rights of the United States of America to fix a line from time to time for navigation or a pier-head line at any point below high water mark without compensation.
4. Rights of the Department of Conservation and Economic Development to supervise plans for any building or other improvement or development to be erected or made on the water front and to abate as a public nuisance any improvements thereon commenced or made since April 8, 1914, without the approval of the New Jersey Harbor Commission, or said Department of Conservation and Economic Development under authority given by RS 12:5 et seq.
5. Agreement from The Texas Company to Public Service Electric and Gas Company, bearing date February 21, 1936, granting permission to erect, repair and renew one guy pole, anchor guy and one guy wire.
6. Agreements entered into between The Texas Company and Bay Shore Connecting Railroad Company under dates of October 29, 1926, June 1, 1949 and December 21, 1950.
7. Rights of owners of utility poles under unrecorded agreement between The Texas Company and Public Service Electric Company dated December 16, 1914 and unrecorded agreement between The Texas Company and New York Telephone Company dated September 1919.
8. Terms and Conditions of Grant by The State of New Jersey to The Texas Company, dated January 16, 1928 and recorded February 3, 1928 in Book R-77 of Deeds at Page 357.
9. Grant by Fidelity Realty Company to Bay Shore Connecting Railroad Company dated January 10, 1907 and recorded January 23, 1907 in Book N-41 Page 20.

PP-318

THIS SUPPLEMENTAL INDENTURE, made the 16th day of February, 1956 by and between the PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at 763 Broad Street, in the City of Newark, County of Essex and State of New Jersey, party of the first part (hereinafter referred to as "Landlord"), and CELANESE CORPORATION OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office at 180 Madison Avenue, in the City of New York, County of New York and State of New York, party of the second part (hereinafter referred to as the "Tenant"),

WHEREAS, by Indenture dated April 30, 1954 (hereinafter referred to as the "Indenture"), the Landlord leased to the Tenant certain real property together with the buildings and improvements thereon erected, situate, lying and being in the City of Newark, County of Essex and State of New Jersey, more particularly described in the Indenture;

WHEREAS, the Indenture provided that the Landlord would reimburse the Tenant for certain improvements to be made on the aforesaid real property when said improvements were completed, and that the rent to be paid after such reimbursement would be adjusted as therein provided;

WHEREAS, said improvements have been completed and the Landlord has reimbursed the Tenant for such improvements;

WHEREAS, the Tenant represents that it has completed construction of certain additional facilities and improvements as set forth in Estimate Sheets under Estimate No. T-1063 dated October 29, 1954 and sketches under Estimate No. 1019 and No. 1063, copies of which have been delivered to the Landlord, at an actual cost of \$1,494,144.00

848750064



WHEREAS, the Landlord is, simultaneously with the delivery of the within Supplemental Indenture, reimbursing the Tenant to the extent of \$1,380,000.00 on account of the actual cost of said construction.

NOW, THEREFORE, in consideration of the disbursement of the aforementioned sum of \$1,380,000.00 by way of reimbursement to the Tenant, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained:

It is mutually covenanted and agreed that certain terms and provisions of the aforesaid Indenture dated April 30, 1954 shall be and are hereby amended and supplemented as follows:

1. That portion of the Indenture commencing with the line reading "the net annual rental for a period of twenty years" on page 2 and ending with the line reading "of acquisition of title to the demised premises by the Landlord" on page 5 (both inclusive) shall be, and hereby is eliminated and the following provisions shall be, and hereby are, substituted therefor:

"\$76,700.00 per annum for the period commencing November 1, 1954 and ending February 29, 1956.

\$216,275.60 per annum for the period commencing March 1, 1956 and ending October 31, 1964.

\$147,602.50 per annum for the period commencing November 1, 1964 and ending October 31, 1969.

\$83,425.00 per annum for the period commencing November 1, 1969 and ending October 31, 1974."

2. That Article XVIII, Section 1, Sub-paragraph (b) shall be and is hereby amended to read:

848750065

"(b) That each of the first four renewal terms shall be upon the same terms, covenants and conditions as in this lease provided, except that the basic rent for each such renewal term shall be in an amount equivalent to 3.5% per annum of the purchase price and such sums as shall have been advanced by way of reimbursement by the Landlord to the Tenant as provided under the terms of this lease, and Supplemental Indenture dated February 16, 1956, payable in equal monthly installments in advance."

3. That Article XVIII, Section 1, Sub-paragraph (c) shall be and is hereby amended to read:

"(c) That each of the last four renewal terms shall be upon the same terms, covenants and conditions as in this lease provided, except that the basic rent for each renewal term shall be in an amount equivalent to 3% per annum of the purchase price and such sums as shall have been advanced by way of reimbursement by the Landlord to the Tenant as provided under the terms of this lease, and Supplemental Indenture dated February 16, 1956, payable in equal monthly installments in advance."

Except as set forth above, all of the terms, covenants, conditions and obligations of the Indenture shall remain in full force and effect.

The covenants and agreements herein contained shall bind and enure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively caused their corporate seals to be hereunto affixed and these presents to be signed by their respective duly authorized officers, the day and year first above written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By Alan W. Carriek

Vice President  
Alan W. Carriek

ATTEST:

Wm. D. Freeston  
Asst. Secretary  
Wm. D. Freeston

CELANESE CORPORATION OF AMERICA

BY Peter Sloan

Vice-President

ATTEST:

[Signature]

848750066

*Long & Burroughs*

SEARCHED	INDEXED
SERIALIZED	FILED
JAN 11 1956	
FBI - NEW YORK	

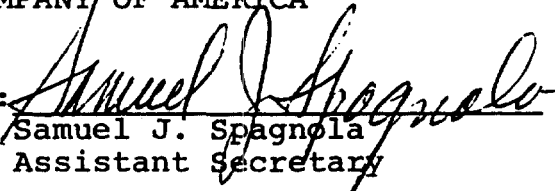
I.P. #318  
353-373 and 354-374  
Doremus Avenue  
Newark, New Jersey  
Title #65649

CERTIFICATION

This is to certify that on May 2, 1980, The Prudential Insurance Company of America was duly authorized to convey the property to Celanese Chemical Company, Inc., a Texas corporation, for a consideration of \$1,500,000.00.

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By:

  
Samuel J. Spagnola  
Assistant Secretary

Dated: June 6, 1980

848750067



CHARTERED 1922

**CHelsea TITLE & GUARANTY COMPANY**

800 Broad Street, Newark, New Jersey 07102 • (201) 643-2300

**RECEIVED**

June 5, 1980 KASEN & KRAEMER

Kasen and Kraemer, Esqs.  
1180 Raymond Blvd.  
Newark, N.J. 07102

**JUN 6 1980**

Att: Douglas E. Burns, Esq.

Gentlemen:

Re: Endorsement to  
Title Commitment  
App. # 65649  
Lots 7 & 7A, Blk. 5070  
Lot 14, Blk. 5069  
Doremus Ave.  
Newark, N.J.

The above referenced Title Commitment is hereby endorsed  
as follows:

SCHEDULE "B", II  
ITEM 14 - Omit.

Very truly yours,

Raymond Loffredo  
For The Company

RL:js

848750068

**This Deed**, made the 6th day of June, 1980 ,

Between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

a corporation existing under and by virtue of the laws of the State of New Jersey  
having its principal office at 745 Broad Street  
in the City of Newark in the County of  
Essex and State of New Jersey herein designated as the Grantor,  
And CELANESE CHEMICAL COMPANY, INC., a Texas Corporation,

~~existing in the County of Essex~~ having its principal office at 1250 West Mockingbird Lane,  
in the City of Dallas in the County of  
Dallas and State of Texas herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of ONE MILLION FIVE HUNDRED  
THOUSAND AND 00/100 (\$1,500,000.00) DOLLARS. . . . .

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or  
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the  
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the  
Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the  
City of Newark in the  
County of Essex and State of New Jersey, more particularly described herein.

Tax Map  
Reference

{ (NJS 46: 15-2.1) Municipality of: Account No. 793401757  
Block No. 5060 Lot No. 14 and Account No. 793401917  
☐ No property tax identification number is available on date of this deed. (Check box if applicable.)  
Block No. 5070, Lot No. 7-7A

Parcel One

Beginning at an iron pipe in the northerly line of land now or formerly of John C. Ahrens, said pipe being distant 807.61 feet on a course of north 60 degrees, 50 minutes west from the point of intersection of said northerly line of land of Ahrens, with the westerly line of Doremus Avenue, and running thence along the said northerly line of land of Ahrens, south 60 degrees 50 minutes east 1,608 feet to the former high water line of Newark Bay (or Passaic River); thence along said former high water line north 12 degrees 50 minutes east 302 feet 6 inches to the southerly line of land of Ezra C. Williams, Benjamin L. Williams and the estate of A. C. Taylor; thence, along said southerly line of land, north 61 degrees 51 minutes west 1,603.36 feet to an iron pipe; thence south 60 degrees 31 minutes west 91.50 feet to an iron pipe; thence south 64 degrees 59 minutes east 88 feet to an iron pipe; thence south 53 degrees 51 minutes west 153.83 feet to an iron pipe; thence south 69 degrees 54 minutes east 113.63 feet to an iron pipe; and thence south 35 degrees 43 minutes 20 seconds west 68.54 feet to the point or place of beginning.

Together with all the right, title and interest of the Grantor in and to that certain wharf license made and granted to Arthur Devine by the Board of Chosen Freeholders of the Counties of Essex and Hudson and all other rights and privileges granted to the said Arthur Devine by Deed of License dated the 25th day of June 1891 and recorded in the Office of the Register of the County of Essex on the 9th day of April 1896 in Book T-29 of Deeds, pages 409-411.

Together with all the right, title and interest of the Grantor, of, in and to the lands under the water of Newark Bay (or Passaic River) in front of and adjoining the above described premises.

RECEIVED & RECORDED  
REGISTER'S OFFICE  
ESSEX COUNTY, N.J.  
JUN 6 1 05 PM '80  
REGISTER

848750069

SUBJECT, however, to the grant made by the FIDELITY REALTY COMPANY to the Bay Shore Connecting Railroad Company of a strip of land approximately fifty feet wide lying parallel to Doremus Avenue, by deed recorded in the office of the Register of Essex County on the 23rd day of January, 1907, in Book N-41 of Deeds, pages 20-24.

SUBJECT, also, to the right of the public in and to the land included within the boundaries of a street seventy-five (75) feet wide, known as Avenue R or Doremus Avenue.

Parcel Two

All that certain tract or parcel of land and premises with the buildings and improvements thereon and the appurtenances thereto appertaining situate, lying and being in the City of Newark, County of Essex, State of New Jersey, more particularly described as follows:

Beginning at the northeasterly corner of the above described Parcel One, running thence south 76 degrees 14 minutes 20 seconds east 162.28 feet to the pierhead and bulkhead line approved June 27, 1925, by the Acting Secretary of War and adopted July 18, 1927 by the Board of Commerce and Navigation of the State of New Jersey; thence along said pierhead and bulkhead line south 13 degrees 45 minutes 40 seconds west 295.54 feet to a point; thence north 78 degrees 42 minutes 54 seconds west 157.37 feet to the southeast corner of the above described Parcel One; thence along the easterly line of the above described Parcel One north 12 degrees 50 minutes east 302 feet 6 inches to the point or place of beginning.

Being the same premises conveyed to the Grantor herein by Deed made by The Texas Company dated April 30, 1954 and recorded April 30, 1954 in Book 3221, Page 339 in the Office of the Register of Essex County.

848750070

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST

Samuel J. Spagnola, Asst. Secretary

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By: W.W. Lechner  
W.W. Lechner, Third Vice President

State of New Jersey, County of ESSEX } ss.: Be it Remembered,  
that on June 6, 1980, before me, the subscriber, a Notary Public  
of the State of New Jersey  
personally appeared Samuel J. Spagnola

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Assistant Secretary of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA the Corporation named in the within Instrument; that W. W. Lechner is the Third Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Third Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$1,500,000.00

Sworn to and subscribed before me,  
the date aforesaid.

Samuel J. Spagnola

Samuel J. Spagnola  
Samuel J. Spagnola

A NOTARY PUBLIC OF THE STATE OF NEW JERSEY  
My Commission Expires Jan. 9, 1985

Prepared by: Samuel J. Spagnola, Esq.

848750071

100  
200  
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1.40  
5,257.40

# Deed

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA,

A corporation of  
New Jersey

XI TO  
CELANESE CHEMICAL COMPANY,  
INC., a Texas corporation

Dated

June 6, 1980

Record + Return To:

KASEN + KRAEMER, ESQS  
1180 RAYMOND BLVD.  
NEWARK, N.J. 07102

Suite # 2814

848750072



State of New Jersey  
City of Newark, }  
County of Essex } SS.:

SAMUEL J. SPAGNOLA,  
being duly sworn on his oath deposes and says that he is twenty-one years of age and upwards and is the Assistant Secretary of The Prudential Insurance Company of America, a corporation existing under and by virtue of the laws of the State of New Jersey. Deponent is fully acquainted with the business of said corporation so as to know that said corporation is the owner in fee simple of premises this day to be conveyed by it to Celanese Chemical Company, Inc., a Texas corporation, and more particularly described in said Deed

Deponent further says that the persons who executed the conveyance were persons duly authorized by proper resolution of the Board of Directors of said corporation at a proper and lawful meeting of said Board so to do, which said resolution has not been revoked.

There is no provision in the Charter or By-Laws of said corporation in any manner limiting or prohibiting said Board of Directors from selling or mortgaging corporate property. Its charter has never been revoked, and at the date of execution and delivery of said instrument it was a corporation in existence and good standing in the State of New Jersey; that said Company has not suspended its business and that it is now solvent.

Said corporation has held said premises since April 30, 1954 and that its possession thereof has been peaceable and undisturbed. Title thereto has never been questioned or disputed to deponent's knowledge nor does deponent know of any facts by reason of which said title may be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to said corporation aforesaid.

That no person or corporation has any contract for the purchase or claim to or against said premises, except as hereinafter stated, that the same are now free and clear of all taxes, encumbrances or liens by mortgage, decree, judgment, recognizance, bail bond or by statute or by virtue of any proceeding in any Court or filed in the office of the Clerk of any County or Court of this State, or of the United States, and all other liens of every nature or description, and that no persons or corporation has any claims against said premises by virtue of an easement across the same or a drain through the same or otherwise, *Excepting:* none

No person has any right as tenant, lessee or occupant except lease to Celanese Corporation of America dated April 30, 1954 as modified February 16, 1956.

No new buildings have been erected upon said premises, and no alteration, addition or repairs made to existing buildings thereon for the past four months except none

Said corporation has never been a party to any bankruptcy proceedings wherein an attempt was made to declare said corporation bankrupt.

Deponent makes this affidavit to induce Celanese Chemical Company, Inc. to accept a Deed for said premises, and pay the consideration therefore knowing that Celanese, Chemical Company, Inc. and Chelsea Title and Guaranty Company rely on the statements herein.

Subscribed and sworn to before me, }  
at Newark, New Jersey this }  
6th day of June, 1980 }

*Patricia C. Costas*  
PATRICIA C. COSTAS  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Jan. 9, 1985

*Samuel J. Spagnola*  
Samuel J. Spagnola

848750073

I.P. #318

## Statement of Closing Title

Premises: 353-373 and 354-374 Doremus Avenue,  
Newark, New Jersey

Date June 6, 1980

Seller: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

Purchaser: CELANESE CHEMICAL COMPANY, INC., a Texas corporation

Apportioned as of: June 6, 1980

Seller's  
CreditsPurchaser's  
Credits

Purchase price . . . . . \$1,500,000.00

~~Deposit~~Taxes Paid by Tenant, Celanese Corporation under terms  
of net lease dated April 30, 1954.~~Prepaid taxes~~Rent \$6,262.08 month - Rec'd \$1,252.42 - 6 Days Rent  
1,043.68 - 5 " "  
\$ 208.74 - Refund

Fuel )

Water charges ) Paid by Tenant, Celanese Corporation  
under terms of net lease dated

Sewer charges ) April 30, 1954.

Insurance )

~~Mortgage interest~~~~Principal~~~~Interest~~~~Escrow fees~~

Realty Transfer Fee - \$5,250.00 Paid by Seller

Miscellaneous

Receipt is acknowledged of rent refund and realty transfer  
fee.By: Douglas E. Burns  
Douglas E. Burns, Esq.

Totals

\$1,500,000.00

\$ - -

## SUMMARY

Seller's credits

\$1,500,000.00

Purchaser's credits

\$ - -

Balance due Seller

\$1,500,000.00

Received payment in the following manner:

Wire transfer from Chemical Bank of New York.

Approved:

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

Seller

BY: Patricia C. Gustos  
Patricia C. Gustos

Seller

CELANESE CHEMICAL COMPANY, INC.

Purchaser

BY: Douglas E. Burns  
Douglas E. Burns, Esq. Purchaser

848750074

No. 65649.....

## Certificate of Good Standing

### CHELSEA TITLE AND GUARANTY COMPANY

I, Samuel J. Spagnola, Assistant Secretary of The Prudential Insurance Company of America, do hereby certify that the above is the legal corporate name of the corporation which owns the land at 353-373 and 354-374 Doremus Avenue, Newark, New Jersey, described Block 5060, Lot No. 14 Block 5070, Lot No. 7-7A,

that it is a corporation of the State of New Jersey ; that its principal office is at 745 Broad Street, Newark, New Jersey, that the said corporation is not in the hands of a receiver; that no application for receivership for said company is pending; that said company has not changed its name; that said company has not suspended its business and that it is now solvent;

that no petition in bankruptcy has ben filed by or against it, neither has it committed any act of bankruptcy; that its charter has not expired, neither has it been forfeited for non-payment of taxes or otherwise, and that said corporation has not been dissolved.

IN WITNESS WHEREOF, I have hereunto signed my name as Assistant Secretary, and affixed the seal of said The Prudential Insurance Company of America this 6th day of

June, 19 80.

*Samuel J. Spagnola*  
Samuel J. Spagnola, Asst. Secretary.

848750075

STATE OF NEW JERSEY

COUNTY OF ESSEX

} SS.:

Before me, a Notary Public, in and for the above County and State, personally appeared Samuel J. Spagnola, to me personally known and known to me to be an Assistant Secretary of The Prudential Insurance Company of America, who, being by me duly sworn according to law, on his oath deposes and says that he is an Assistant Secretary of The Prudential Insurance Company of America, having custody of the records of the said Company, and that Section 9 of the By-Laws of The Prudential Insurance Company of America, as now in full force and effect, contains among other provisions, the following, viz:

"The Chairman of the Board and Chief Executive Officer, the President and any one of the vice-presidents shall have power to execute on behalf of the corporation all instruments, deeds, contracts and other corporate acts and papers, subject only to the provisions of By-Law 24."

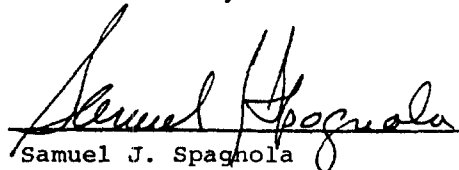
Deponent further says that the following is an extract from Section 12 of said By-Laws, to wit:

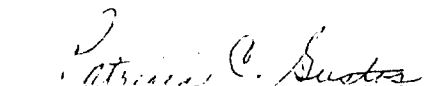
"Each Assistant Secretary shall have power to execute on behalf of the corporation such instruments as may be required to be executed by the Secretary and to affix the seal of the corporation to corporate instruments and to attest the same, subject, however, to the provisions of By-Law 24."

Deponent further says that By-Law 24 deals only with contracts of insurance and annuity.

Deponent further says that W. W. Lechner is one of the Vice-Presidents of the said Company, and that Samuel J. Spagnola is one of the Assistant Secretaries, and that the above officers were a Vice-President and Assistant Secretary respectively, having authority to perform the above mentioned duties, on the 6th day of June, 1980.

Subscribed and sworn to  
before me this 6th day  
of June, A.D.,  
One Thousand Nine Hundred  
and Eighty.

  
Samuel J. Spagnola

  
Notary Public of New Jersey.

My commission expires:

PATRICIA C. GUSTOR  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Jan. 9, 1985

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## PLAN OF MERGER

This Plan of Merger ("Plan") dated as of December 22, 1995, is made by and among Hoechst Celanese Chemical, Inc., a Texas corporation (the "Corporation"), Hoechst Celanese Chemical Group, Ltd., a Texas limited partnership (the "Partnership"), and Hoechst Celanese Chemicals, Inc., a Delaware corporation (the "Surviving Corporation"), pursuant to Article 5.01 of the Texas Business Corporation Act (the "Act"), Section 253 of the Delaware General Corporation Law and Section 2.11 of the Texas Revised Limited Partnership Act (the "Partnership Act").

### 1. Merger.

On the Effective Date (as hereinafter defined) and pursuant to this Plan and the Act, this Plan shall effectuate the division of the Corporation into the Surviving Corporation and the Partnership (the "Merger").

### 2. Articles of Incorporation and Bylaws.

On the Effective Date, the Articles of Incorporation and Bylaws of the Surviving Corporation shall be the Articles of Incorporation and Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Date. The Certificate of Limited Partnership of the Partnership shall continue to be the Certificate of Limited Partnership of the Partnership upon the Merger becoming effective.

### 3. Effect of the Merger.

The Merger, upon becoming effective, shall have the effect and result provided in the applicable provisions of the Act and the Partnership Act, and without limiting the generality of the foregoing and subject thereto, upon the Effective Date, all property, real, personal, and mixed of every kind, nature and description, and all liabilities and obligations of the Corporation shall be allocated between Surviving Corporation and the Partnership as set forth in Section 5 of this Plan. Simultaneous with such allocations, the Corporation shall be merged with and into the Surviving Corporation and thereafter shall cease to exist.

### 4. Issuance of Shares of Surviving Corporation

The manner and basis of converting the shares of the Corporation into Surviving Corporation common stock and ownership interest in the Partnership shall be as follows:

A. At the Effective Date. At the Effective Date (i) each and every share of common stock of the Corporation issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof ("Shareholders"), automatically be canceled and each 1,000 shares of the Corporation so canceled shall be deemed converted into one share of common stock of

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the Surviving Corporation and (ii) all of the Corporation's limited partnership interest in the Partnership (the "Interest") shall be deemed to be converted into an asset of the Surviving Corporation such that the Surviving Corporation shall hold the Interest.

B. After the Effective Date. Each holder of an outstanding certificate or certificates theretofore representing shares of common stock of the Corporation shall be entitled, upon surrender of such certificate or certificates to the Surviving Corporation at the offices of the Surviving Corporation at 2850 Cherry Road, Rock Hill, South Carolina 29730, to receive therefor common stock of the Surviving Corporation for which the shares of common stock of the Corporation theretofore represented by the certificate or certificates so surrendered shall have been deemed converted as aforesaid. Until so surrendered, each such outstanding certificate which prior to the Effective Date represented shares of the common stock of the Corporation shall be deemed for all corporate purposes to evidence ownership of the number of full shares of common stock of the Surviving Corporation. After the Effective Date there shall be no further transfer on the records of the Corporation of certificates representing shares of common stock of the Corporation outstanding immediately prior to the Effective Date, and, if such certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for certificates representing shares of common stock of the Surviving Corporation as herein provided.

5. Allocation of Assets and Liabilities.

A. Allocation of Assets:

1. Assets Allocated to the Partnership. Except as set forth in Section 5.A.2, below, all property, real, personal, mixed of every kind, nature, and description, tangible or intangible, of the Corporation shall be vested in the Partnership without further act or deed.

2. Assets Allocated to Surviving Corporation. On the Effective Date, all property, real, personal, mixed of every kind, nature, and description, of the Corporation described on Exhibit A hereto shall be allocated to, and shall vest in, the Surviving Corporation without further act or deed.

B. Allocation of Liabilities:

1. Liabilities Allocated to the Partnership. Except as set forth in Section 5.B.2, the Partnership shall be responsible for all of the liabilities and obligations of the Corporation.

2. Liabilities Allocated to Surviving Corporation. Surviving Corporation assumes and shall be solely responsible for any and all obligations or liabilities of the Corporation, whether arising by contract or otherwise, and whether accrued,

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absolute, contingent or otherwise, to the extent related to or arising out of the property described on Exhibit A.

C. Effect of Allocation. In accordance with Article 5.06 of the Act and Section 2.11 of the Partnership Act, the allocations provided for in this Section 5 shall occur without any transfer or assignment having occurred.

6. Further Obligations.

As promptly as practicable after the date hereof, subject to the fulfillment of all conditions to their obligation to do so, the parties hereto will execute and file such papers as may be required to permit the Secretary of State of the State of Texas to issue a Certificate of Merger.

7. Effective Date.

The merger shall become effective as of December 31, 1995 (such date being herein called the "Effective Date").

HOECHST CELANESE CHEMICAL,  
INC., a Texas corporation

By: Douglas N. Gordon  
Name: Douglas N. Gordon  
Title: Vice President and Assistant Secretary

HOECHST CELANESE CHEMICALS,  
INC., a Delaware corporation

By: Douglas N. Gordon  
Name: Douglas N. Gordon  
Title: Vice President and Assistant Secretary

HOECHST CELANESE CHEMICAL  
GROUP, LTD., a Texas limited partnership

By: HOECHST CELANESE TEXAS  
HOLDINGS, INC., its general partner

By: Douglas N. Gordon  
Name: Douglas N. Gordon  
Title: Vice President and Assistant Secretary

**EXHIBIT A**

1. All property, real, personal, mixed of every kind, nature and description of Hoechst Celanese Chemical, Inc., relating to the facility known as the Rock Hill Terminal located in Rock Hill, South Carolina.
2. All equity interests of Hoechst Celanese Chemical, Inc. in any entity, including but not limited to corporations, general partnerships and limited partnerships.

**848750080**



**SUPPLEMENTAL ATTACHMENT 14**  
Documents relating to the corporate history

**848750081**

10/17/96

Officers & Directors

**Hoechst Celanese Chemicals, Inc. (HCCI)**

<u>Directors</u>	<u>Title</u>
Michael E. Grom	Director
David A. Jenkins	Director
Raymond W. Smedley	Director

<u>Officers</u>	<u>Title</u>
Harry R. Benz	President
Edmond A. Collins	Secretary
Douglas Nathaniel Gordon	Vice President and Assistant Secretary
Michael E. Grom	Treasurer
David A. Jenkins	Vice President
John M. Kacani	Vice President
Robert George Longaker II	Assistant Secretary

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10/17/96

Officers & Directors

**Hoechst Celanese Texas Holdings, Inc. (HCTH)**

Directors

Michael E. Grom	Director
David A. Jenkins	Director
Raymond W. Smedley	Director

Title

Officers

Edward O'Sullivan Brennan	Vice President
Julie K. Chapin	Assistant Secretary
Edmond A. Collins	Secretary
Douglas Nathaniel Gordon	Vice President and Assistant Secretary
Michael E. Grom	Vice President & Treasurer
John M. Kacani	Vice President
Thomas Francis Kennedy	President
Bruce Emerson Seward	Vice President and Assistant Secretary
Rick Nyron Shaw	Vice President
Raymond W. Smedley	Vice President and Controller
J. Tan	Vice President

Title

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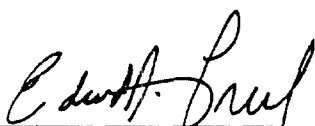
Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "HOECHST CELANESE CHEMICALS, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 1995, AT 4:30 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



  
Edward J. Freel, Secretary of State

848750084

2565255 8100

950275633

AUTHENTICATION:

7726957

DATE:

11-29-95

CERTIFICATE OF INCORPORATION  
OF  
Hoechst Celanese Chemicals, Inc.

1. The name of the corporation is

Hoechst Celanese Chemicals, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand common (1,000) and the par value of each such shares is Ten Cents (\$0.10), amounting in the aggregate to One Hundred Dollars (\$100.00).

5. The Board of Directors is authorized to make, alter or repeal the By-Laws of the corporation. Election of Directors need not be by written ballot.

6. The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.

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(3) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws so provide.

(4) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

(5) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation, subject, nevertheless, to the provisions of the Delaware General Corporation Law, this Certificate of Incorporation, and any By-Laws adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such By-Laws had not been adopted.

7. Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the Delaware General Corporation Law) outside of the State of Delaware at such place or places as may be designated from time to time by the board of Directors or in the By-Laws of the Corporation.

8. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

9. The name and address of the incorporator is:

D. M. Dembkowski  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 28th day of November, 1995.

D. M. Dembkowski

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9. The name and address of the incorporator is:

D. M. Dembkowski  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 28th day of November, 1995.

D. M. Dembkowski

D. M. Dembkowski

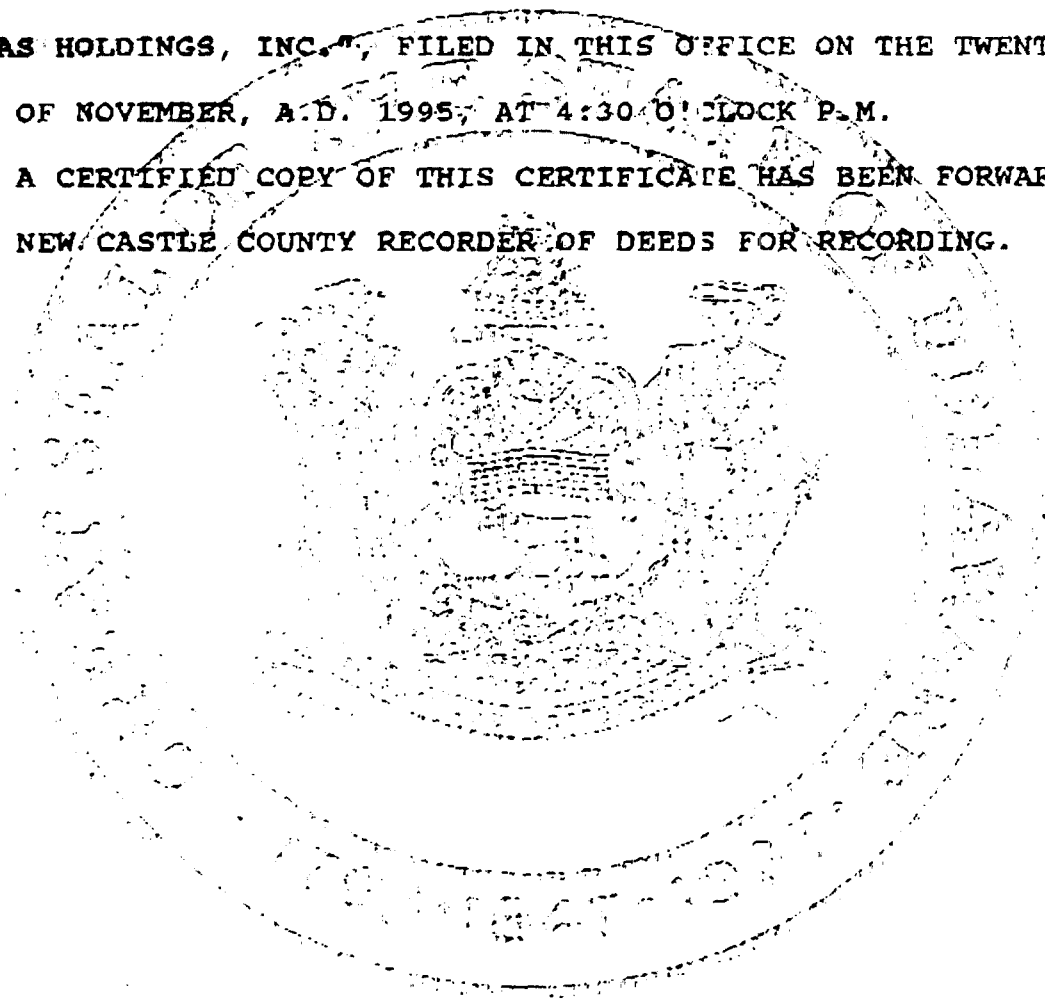
848750088



State of Delaware  
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "HOECHST CELANESE TEXAS HOLDINGS, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 1995, AT 4:30 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



848750089



Edward J. Freel, Secretary of State

2564470 8100

AUTHENTICATION:

7726952

950275627

DATE:

11-29-95

CERTIFICATE OF INCORPORATION  
OF  
Hoechst Celanese Texas Holdings, Inc.

1. The name of the corporation is

Hoechst Celanese Texas Holdings, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand common (1,000) and the par value of each such shares is Ten Cents (\$0.10), amounting in the aggregate to One Hundred Dollars (\$100.00).

5. The Board of Directors is authorized to make, alter or repeal the By-Laws of the corporation. Election of Directors need not be by written ballot.

6. The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.

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(3) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws so provide.

(4) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

(5) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation, subject, nevertheless, to the provisions of the Delaware General Corporation Law, this Certificate of Incorporation, and any By-Laws adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such By-Laws had not been adopted.

7. Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the Delaware General Corporation Law) outside of the State of Delaware at such place or places as may be designated from time to time by the board of Directors or in the By-Laws of the Corporation.

8. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

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9. The name and address of the incorporator is:

D. M. Dembkowski  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 28th day of November, 1995.

D. M. Dembkowski

848750092



# The State of Texas

## SECRETARY OF STATE

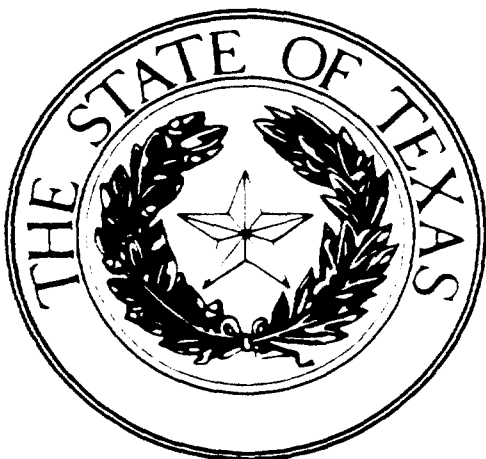
IT IS HEREBY CERTIFIED, that

**HOECHST CELANESE CHEMICAL GROUP, LTD.**  
**FILE NO. 84951-10**

filed a certificate of limited partnership in this office on

**NOVEMBER 30, 1995;**

IT IS HEREBY FURTHER CERTIFIED, that  
no cancellation has been filed for said partnership.



*IN TESTIMONY WHEREOF, I have hereunto  
signed my name officially and caused to be  
impressed hereon the Seal of State at my office in  
the City of Austin, on December 1, 1995.*

**848750093**

*Antonio O. Garza, Jr.*  
Secretary of State

**MAC**

NOV 30 1995

STATE OF TEXAS

CERTIFICATE OF LIMITED PARTNERSHIP

CORPORATIONS SECTION

The undersigned General Partner, desiring to form a ~~limited~~ partnership under the provisions of the Texas Revised Limited Partnership Act, certifies as follows:

1. The name of the partnership is HOECHST CELANESE CHEMICAL GROUP, LTD.
2. The address of the partnership's registered office is 350 NORTH ST. PAUL STREET, DALLAS, TEXAS 75201. The name of the partnership's registered agent for service of process is CT CORPORATION SYSTEM. The address of the agent is 350 NORTH ST. PAUL STREET, DALLAS, TEXAS 75201.
3. The address of the principal office where records are required to be kept or made available is 1601 WEST LBJ FREEWAY, DALLAS, TEXAS 75234.
4. The name, mailing address, and street address of the business or residence of the general partner is as follows:

Name: HOECHST CELANESE TEXAS HOLDINGS, INC.

Mailing Address: P.O. BOX 819005  
DALLAS, TX 75381-9005

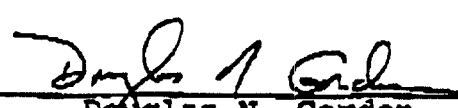
Business Address: 1601 WEST LBJ FREEWAY  
DALLAS, TX 75381-9005

5. This certificate of limited partnership shall be effective on NOVEMBER 30, 1995.

I affirm, under the penalties of perjury, that this certificate executed on November 29, 1995 and to the best of my knowledge and belief, the facts stated in this certificate are true.

GENERAL PARTNER:

HOECHST CELANESE TEXAS HOLDINGS, INC.

By:   
Name: Douglas N. Gordon  
Title: Vice President and  
Assistant Secretary

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